

**BEFORE**  
**THE PUBLIC SERVICE COMMISSION**  
**OF SOUTH CAROLINA**  
**DOCKET NO. 2018-156-T, DOCKET NO. 2018-157-T and**  
**DOCKET NO. 2018-158-T**

**CERTIFICATE OF SERVICE**

I, CARL E. BELL, hereby certify that I have, on this 31st day of May 2018, filed the **MOTION FOR CONFIDENTIAL TREATMENT for All Coast Moving and Storage, LLC, Harkins South Moving and Storage, LLC and Grand Strand Moving and Storage, LLC**, with the Public Service Commission of South Carolina and served upon the party listed below by Electronic Mail to the following person(s) and address:

Jenny R. Pittman, Esquire  
[jpittman@regstaff.sc.gov](mailto:jpittman@regstaff.sc.gov)  
Office of Regulatory Staff  
1401 Main Street, Suite 900  
Columbia, SC 29201

Ben Harris  
[bharris@tricorpinvestments.com](mailto:bharris@tricorpinvestments.com)  
885 South Guignard Drive  
Sumter SC 29150

  
\_\_\_\_\_  
Carl E. Bell  
Terreni Law Firm, LLC  
1508 Lady Street  
Columbia, South Carolina 29201  
Telephone (803) 771-7228  
Fax (803) 771-8778  
[carlbell@terrenilaw.com](mailto:carlbell@terrenilaw.com)

Columbia, South Carolina  
May 31, 2018

**BEFORE**  
**THE PUBLIC SERVICE COMMISSION OF**  
**SOUTH CAROLINA**

**DOCKET NO. 2018-156-T**

Application for Transfer of Class E Certificate of Public  
Convenience and Necessity No. 107B from Anderson  
Transfer, Inc. to All Coast Moving and Storage LLC

**DOCKET NO. 2018-157-T**

Application for Transfer of Class E Certificate of Public  
Convenience and Necessity No. 2691 from Harkins  
Moving and Storage, LLC to Harkins South Moving and  
Storage, LLC

**DOCKET NO. 2018-158-T**

Application for Transfer of Class E Certificate of Public  
Convenience and Necessity No. 9718 from Grand Strand  
Moving and Storage, LLC to Grand Strand Moving and  
Storage, LLC (transfer of membership interest)

**MOTION FOR CONFIDENTIAL TREATMENT**

All Coast Moving and Storage LLC, Harkins South Moving and Storage, LLC, and Grand Strand Moving and Storage, LLC (“Applicants”), by counsel, and pursuant to S.C. Code §§ 30-4-40, 39-8-10, *et seq.*, and S.C. Code Regs. 103-804(S)(2), file this Motion for Protective Treatment (“Motion”) in the above captioned proceeding. By this Motion, Applicants seek protective treatment by the South Carolina Public Service Commission (“Commission”) of certain commercially-sensitive financial information filed in support of the Applications in the above captioned matters.

**I. Description of Confidential Information**

The Applications require each Applicant to file its purchase agreement, including the purchase price agreed upon, and other financially sensitive information pertaining to the business being acquired (“Confidential Information”). S.C. Code Reg. 103-135. Applicants are submitting the required documentation under seal and are filing a copy with the sensitive information

redacted. These documents contain personal information, disclosure of which would constitute an unreasonable invasion of Applicants' privacy, and highly confidential and strictly proprietary information, the public disclosure of which would cause direct, immediate and substantial harm to Applicants' competitive position in South Carolina and in other states where Applicants are doing business.

## **II. Grounds for Confidentiality**

Disclosure of the Confidential Information which includes detailed information about Applicants' financial condition and obligations would needlessly invade Applicant's privacy and could provide competitors an unfair advantage in contractual negotiations. Applicants are not public companies and their financial and business information is uniquely sensitive.

Applicants take considerable efforts to maintain the secrecy of the information in its contractual negotiations. Financial information of this type is not publicly disseminated, and Applicants take reasonable steps to guard this information internally. Its disclosure is limited to Applicants' counsel and others associated with the company directly involved with Applicants' financial operations.

## **III. Conclusion**

The Confidential Information submitted in support of Applicants' Applications, for which confidential treatment is requested is, on its face, of a personal nature and competitively sensitive. Applicants would suffer substantial direct harm if such information is made publicly available. The harm that would result from public disclosure of Applicants' financial information is real and not speculative. For these reasons, the financial information in Exhibit 1 should be protected from public disclosure by the Commission.

WHEREFORE, Applicants respectfully requests that the information in Exhibit 1 to this Motion be ruled exempt from public disclosure and provided confidential treatment under S.C. Code §§ 30-4-40, 39-8-10, *et seq.*

Respectfully submitted,

**TERRENI**  
LAW FIRM, LLC

Digitally signed by Charles L.A. Terreni  
DN: cn=Charles L.A. Terreni  
gn=Charles L.A. Terreni c=United  
States l=US o=Terreni Law Firm, LLC  
e=charles.terreni@terrenilaw.com  
Reason: I am the author of this  
document  
Location: Columbia, SC  
Date: 2018-05-31 10:06-04:00

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May 31, 2018  
Columbia, South Carolina

## EXHIBIT 1

**BUYER Closing Statement**

Bryan & Haar, Attorneys at Law  
H. Jay Haar  
508 Hwy 17 Bus. So., Ste. B  
Surfside Beach, SC 29575

File Number: 22611\ALLCOAST

Printed: 02/27/2018 at 12:41

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**SELLER:** Brady Anderson

**BUYER:** All Coast Moving & Storage, LLC

**Property Location:** Anderson Transfer & Storage  
Conway and Sumter  
South Carolina

**Settlement Date:** 02/27/2018

Description	Charges	Credits
Sales Price		
Deposit		
1/2 of Smith Sapp Invoice		
Purchase Money Note		
CNB Loan Assumption		
UCC Search		
Horry County Title Search		
Sumter County Title Search		
Incomint Wire Fees		
Administrative Fees		
Attorney's fees		
Record Lease Memo - Horry		
Record Lease Memo - Sumter		
Record UCC-1's		
Express Overnight Mail Fee		
CASH DUE FROM BUYER		
<b>Totals:</b>		

All Coast Moving &amp; Storage, LLC

By: Ben Harris, Member

Bryan & Haar, Attorneys at Law  
H. Jay Haar

By H. Jay Haar  
Closing Agent

**MINUTES OF SPECIAL MEETING OF**  
**MEMBERS OF**  
**ALL COAST MOVING & STORAGE, LLC**

A special meeting of the members of the Company was held on February 27, 2018.

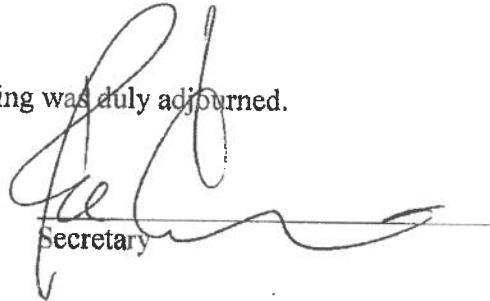
All members were present having waived notice of this meeting.

Upon motions duly made, seconded and unanimously carried, it was

RESOLVED, that the Company purchase the businesses known as Anderson Transfer & Storage, Harkins Moving & Storage and Grand Strand Moving & Storage (Conway and Sumter locations) pursuant to the terms of a contract between Brady Anderson and Ben Harris dated January 8, 2018, and it was further

RESOLVED, that Ben Harris is authorized to execute and deliver a promissory note in the amount of \$ [REDACTED] a security agreement securing said note, a closing statement, and all other documents needed to close the transaction.

There being no further business, the meeting was duly adjourned.

  
Secretary

Dated: February 27, 2018

**MINUTES OF SPECIAL MEETING OF**  
**MEMBERS OF**  
**GRAND STRAND SOUTH MOVING & STORAGE, LLC**

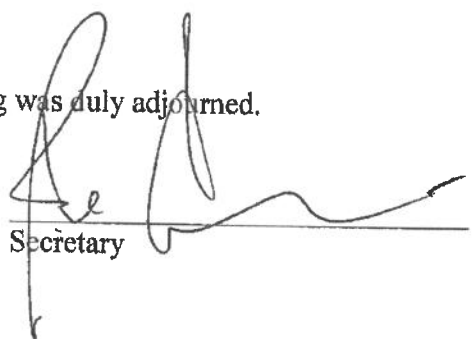
A special meeting of the members of the Company was held on February 27, 2018.  
All members were present having waived notice of this meeting.

Upon motions duly made, seconded and unanimously carried, it was

RESOLVED, that the Company purchase the outstanding interest of Brady J. Anderson in Grand Strand Moving & Storage, LLC, pursuant to the terms of a Membership Purchase Agreement of even date herewith, and it was further

RESOLVED, that Ben Harris is authorized to execute and deliver all documents needed to close the transaction.

There being no further business, the meeting was duly adjourned.

  
Secretary

Dated: February 27, 2018



# **AGREEMENT FOR PURCHASE AND SALE OF ASSETS**

THIS AGREEMENT (the "Agreement") with an effective date of February 27, 2018, by and between Brady J. Anderson, (hereinafter referred to as "Seller"), and All Coast Moving & Storage, LLC, (hereinafter referred to as "Purchaser").

## **WITNESSETH**

The Seller is the owner of a business located at 141 E. Cox Ferry Road, Conway, SC 29526 and 885 S. Guignard Drive, Sumter, SC 29150, doing business as Anderson Transfer, Inc., Grand Strand Moving & Storage, LLC and Harkins Moving & Storage, Inc., (hereinafter collectively referred to as the "Business"). The Seller desires to sell to the Purchaser and the Purchaser desires to purchase from Seller the Business, as a going concern, free of obligations or other liabilities of the Seller, except as noted herein. Such Business shall include all of the vehicles, furniture, fixtures, equipment, leasehold improvements, signs, inventory, warranties, stationery, brochures, telephone equipment and listings (to the extent assignable), customer lists, vendor and supply lists, all websites and social media accounts, all telephone and fax numbers, good will and any other tangible or intangible asset used in connection with Seller's operations of a moving and storage business currently conducted by Seller upon the terms and conditions contained herein. Accordingly, for and in consideration of the mutual promises, covenants, representations and warranties contained herein, Seller and Purchaser agree as follows:

1. **SALES PRICE AND PAYMENT TERMS.** Total purchase price of [REDACTED]

[REDACTED] shall be paid by Purchaser to Seller as follows:

- (a) [REDACTED] shall be paid upon the execution of this Agreement;
- (b) Assumption of loans at Conway National Bank totaling \$ [REDACTED] Beginning on March 1, 2019, with Seller being released as the borrower and/or guarantor of said loans on or before that date, which provision shall survive closing;
- (c) \$ [REDACTED] shall be evidenced by a promissory note, and personal guaranty of Ben Harris accruing interest at an annual rate of [REDACTED] based on a [REDACTED] year amortization, payable in

monthly payments of [REDACTED] beginning on the 1st month after the date of closing. Purchaser shall have the right to prepay the promissory note at any time without penalty, and;

(d) [REDACTED] shall be paid upon the closing of the transaction.

2. ASSETS BEING PURCHASED AND ALLOCATION OF PURCHASE PRICE.

Subject to the terms and conditions of this Agreement, Seller agrees to sell, transfer, convey and deliver the Business to Purchaser free and clear of all liens, encumbrances and claims.

The purchase price shall be allocated as set forth below:

(a) \$ [REDACTED] All goodwill associated with the Business.

(b) \$ [REDACTED] All inventory;

(c) \$ [REDACTED] All vehicles, furniture, fixtures, equipment, leasehold improvements, signs, warranties, stationery, brochures, telephone equipment and listings (to the extent assignable), and vendor and supply lists. Seller shall execute and deliver a Bill of Sale (the "Bill of Sale") in the form attached hereto as Exhibit \_\_\_\_ transferring and assigning the personal property comprising the Business.

(d) \$ [REDACTED] Covenant not to compete described in Paragraph 3 herein, and other personal property (both tangible and intangible) owned and used by Seller in the operation of the Business, including store telephone and facsimile numbers (to the extent assignable), customer lists, and customer contact lists, and including all websites and social media accounts.

(e) \$ [REDACTED] Accounts Receivable due and owing before and on the date of Closing are not being purchased by the Purchaser and shall remain to be owned and collected by the Seller.

The Purchaser shall have 30 days from the closing date in which to verify that all equipment and all vehicles are in good, operable condition. Should Purchaser determine that any equipment or vehicle is not in good, operable condition, then Purchaser shall provide Seller written notice (Repair Notification) of the defects. Seller shall have 30 days from the date of the Repair Notification in which perform all repairs or replacement, at Seller's sole expense. Should Seller fail to perform said repairs or replacements within 30 days from the

Repair Notification, then Purchaser may perform said repairs or replacements and deduct all costs of same from future rent payments until Purchaser is made whole for said cost.

3. COVENANT NOT TO COMPETE. Seller and Purchaser agree that Seller's knowledge of any connections in the moving & storage business could provide an unfair advantage if used in competition within the immediate trade area. Seller agrees that for a period of [REDACTED] years following the Effective Date, Seller will not, within a [REDACTED] mile radius of the current locations of the Business directly or indirectly, enter into or engage generally in competition with the Business, and shall not voluntarily do any of the following, except in conjunction with the exercise of its security rights:

- (a) canvass, solicit, or accept any business for any moving or storage activities from any present or past clients of the Business or any other business of Sellers;
- (b) give any other person, firm or corporation the right to canvass, solicit, or accept any business for any moving or storage activities from any present or past clients of the Business;
- (c) directly or indirectly request or advise any present or future clients of the Business to withdraw, curtail, or cancel their business with the Business;
- (d) directly or indirectly induce, or attempt to influence, any employee of the Business to terminate his or her employment; nor
- (e) directly or indirectly engage in any business that offers moving or storage services as an employee, proprietor, partner, stock-holder, or otherwise within a radius of one hundred (100) miles of the current locations of the Business. Seller acknowledges that this Covenant Not to Compete is a critical term of this agreement without which Purchaser would not desire to acquire Seller's Business.

4. LEASE AGREEMENTS. On the Closing Date, Seller and Purchaser will execute Triple Net Lease Agreements covering the real property for both locations upon which the Business is located (the "Lease"). The Lease shall contain the following terms and shall be in a form satisfactory to Seller's counsel:

(a) The lease for 141 E. Cox Ferry Road, Conway, SC 29526 shall be for an initial term of [REDACTED] years. The rental rate for the first year shall be \$ [REDACTED] per month and then rental rate for the [REDACTED] years shall be \$ [REDACTED] per month. Purchaser shall have the option to extend the lease for [REDACTED] additional option periods of [REDACTED] years each with the rent to increase by

for each option period exercised by Purchaser. Seller shall pay real property taxes for the first months of the lease term. Seller shall also cause to be granted to Purchaser an option to purchase the real property encumbered by the lease for a purchase price of \$ . This option may be exercised at any time during the initial lease term or option terms by giving the landlord days written notice. The option purchase price shall increase by for each additional lease option term exercised by Purchaser. Purchaser shall also reserve the right to make any improvements to the Property which shall include but not be limited to new buildings, paved or graveled parking areas, or fencing as needed. Purchaser shall maintain the property in good condition and repair, same as exists upon commencement of the lease term. Seller shall have rights at all reasonable times to enter onto the property to inspect same to see that the terms of the lease are being fulfilled.

(b) The lease for 885 S. Guignard Drive, Sumter, SC 29150 shall be for an initial term of years at a rental rate of \$ per month. Purchaser shall have the option to extend the lease for additional option periods of years each with the rent to increase by 5% for each option period exercised by Purchaser. Seller shall also cause to be granted to Purchaser an option to purchase the real property encumbered by the lease for a purchase price of . This option may be exercised at any time during the initial lease term or option terms by giving the landlord 60 days written notice. The option purchase price shall increase by for each additional lease option term exercised by Purchaser. Purchaser shall also reserve the right to make any improvements to the Property which shall include but not be limited to new buildings, paved or graveled parking areas, or fencing as needed. Purchaser shall maintain the property in good condition and repair, same as exists upon commencement of the lease term. Seller shall have rights at all reasonable times to enter onto the property to inspect same to see that the terms of the lease are being fulfilled.

5. BUSINESS CONSULTANT AND MANAGEMENT AGREEMENT. Notwithstanding the provisions in Paragraph 3 above, Seller shall assist Purchaser by physically being present in the operation and management of the Business during normal business hours (7:00 am to 5:00pm) Monday through Friday for a period of 90 days after the Closing Date. The first 30 days shall be at no cost to Purchaser, but thereafter, Purchaser agrees to compensate Seller for each additional

30 day period. After the first 90 days from Closing, Purchaser agrees to provide Seller no less than 5 days written notification that Purchaser still needs Seller to remain in the role of assisting in the operation and management by being physically present. If Seller agrees to remain, it will be contingent upon the Seller and Purchaser agreeing upon the rate of compensation and length of time Seller will be physically present. In the event Purchaser decides that Seller doesn't physically need to be present, Seller still agrees to make himself reasonably available via the phone to answer any questions and provide any direction that may help Purchaser work through issues. Such arrangement shall not be construed to hold Seller in default of Seller's Covenant Not to Compete.

6. PRORATIONS

- (a) Rent shall be pro-rated to the date of closing.
- (b) Real and personal property taxes shall be pro-rated to the closing date. Seller and Purchaser understand that property tax prorations are based on figures for the preceding year, or supplied by others, or were mutual estimates that were deemed reasonable for the current year and agree that no subsequent property tax adjustments shall be made between Seller and Purchaser. Purchaser shall do everything necessary to have all operating liabilities such as utilities, telephone, advertising contracts and equipment leases transferred into Purchaser's name on the Closing Date.

7. OUTSTANDING OBLIGATIONS. Purchaser shall accept the transfer of all vehicles associated with the Business subject to Seller's outstanding loans with The Conway National Bank as set out on Exhibit \_\_\_\_\_. Seller shall continue to pay these loans in a timely manner for the first twelve (12) months following the closing date. Thereafter, Purchaser shall assume all obligations of said loans and have Seller and/or the Business released as the borrower and/or guarantor of said loans. Should Seller fail to make any payments in a timely manner, then Purchaser may exercise its rights under the setoff provisions as set forth in the promissory notes described above. This provision of this Agreement shall survive the closing of this transaction.

8. TRADE NAMES. Seller shall transfer to Purchaser the trade names Anderson Transfer & Storage, Grand Strand Moving & Storage, and Harkins Moving & Storage.

9. VALID, ACTIVE TRANSPORTATION SERVICE PROVIDER. Effective immediately following the Closing, the Seller shall continue to bear the responsibility of maintaining any and all permits, documentation, and fees associated with Grand Strand Moving & Storage Transportation Service Provider (Hereinafter referred to as "TSP") status as well as the military SCAC known as GSMS as both parties acknowledge that the TSP AND SCAC are intrical, critical qualifications which allow the company to be approved by the Military for moves inside the State of South Carolina. This obligation shall remain effective until such time that the Purchaser receives written notification from the Military that they have approved the Transfer of Ownership of the same TSP. Between the Closing Date and the transfer of ownership date, Purchaser shall reserve the right to use the TSP & SCAC at its sole discretion as required to conduct business under the same authority. Should Seller fail to keep the TSP valid & active, then Purchaser may exercise its rights under the setoff provisions as set forth in the promissory notes described above.

Since the Purchaser will be assuming ownership of the Grand Strand Moving & Storage, LLC and related TSP & SCAC after military approval, Seller shall remain liable for any and all claims or liabilities that may evolve which would have originated prior to Closing. In the event Seller fails to cure any such claims or liabilities, then Purchaser may exercise its rights under the setoff provisions as set forth in the promissory notes described above.

10. BROKER. All negotiations relative to this Agreement and the documents annexed hereto as exhibits and the transactions covered hereby and thereby have been carried on by the Seller and the Purchaser with the involvement of Sunbelt Business Brokers. Seller shall be responsible for the payment of a commission equal to [REDACTED] stated herein to Sunbelt Business Brokers. Additionally, should Purchaser exercise its rights under the aforementioned lease agreements for the purchase of either or both of the Conway and Sumter properties during the initial three (3) year term, then Seller shall be responsible for the payment of a commission equal [REDACTED] the Purchase Price stated therein to Sunbelt Business Brokers, with said commission(s) to be paid at the time of closing. Sunbelt Business Brokers shall not be entitled to a commission should the Purchaser exercise its rights under the aforementioned lease agreements for the purchase of either or both of the

Conway and Sumter properties  
option periods.

[REDACTED] any of the subsequent

11. INDEMNIFICATION BY SELLER. Seller hereby agrees to indemnify and save and hold harmless the Purchaser, its members, officers, directors, employees and agents from and against any and all claims, demands, causes of action, damages, losses or obligations (collectively the "Damages") asserted against or incurred by Purchaser by reason of or resulting from:

- (a) A breach by Seller of any representation, warranty or covenant contained herein or in any agreement executed pursuant hereto;
- (b) All claims arising out of or relating to occurrences of any nature relating to Seller's business prior to the Closing Date not assumed by Buyer pursuant to the terms hereof, whether any such claims are asserted prior to or subsequent to the respective Closing Date, including but not limited to actions arising out of or related to vendor's claims; and
- (c) Any tax filing, or return, or payments made, or position taken, by Seller which any governmental authority challenges, and which results in an assertion of damages against Purchaser.

12. CLOSING AND CLOSING DATE. The Closing Date under this Agreement shall be on or before February 28, 2018. At such Closing, the Purchaser shall remit all funds owed to Seller as described herein, and the following agreements shall be executed and delivered:

- (a) Seller shall execute and deliver the Bill of Sale.
- (b) Seller and Purchaser shall execute and deliver the Lease Agreements and Purchase Options described herein.
- (c) Purchaser shall execute and deliver the Notes, the Security Agreements, UCC-1 financing statements, and any documents needed to perfect the Seller's security interests.
- (d) Seller and Purchaser shall each deliver to the other certified copies of the resolutions of their entities authorizing the transactions to be consummated pursuant to this Agreement.
- (e) Seller shall use its best efforts to cause Landlord to execute and deliver an

Estoppel Letter, confirming that rental payments are current and that Seller is not currently in default of the Lease provisions.

- (f) Purchaser shall deliver to Seller evidence of insurance coverage.
- (g) Seller shall deliver to Purchaser a list of Vendor/Supply lists.
- (h) Such other documents as are necessary for the completion of the closing of this transaction.

### 13. MISCELLANEOUS.

(a) EXPENSES. Notwithstanding any provision of this Agreement to the contrary and except as otherwise expressly stated in any of the documents annexed hereto as exhibits, each party hereto shall pay its own expenses.

(b) NOTICES. All notices, requests, demands and other communications hereunder shall be, and shall be deemed to have been duly given if personally delivered, or mailed first class, postage prepaid, registered or certified mail, as follows:

(i) If to the Seller, to:

Brady Anderson  
2695 Eldredge Lane  
Sumter, SC 29153.

(ii) If to the Purchaser, to:

Ben Harris  
60 Riverbluff Drive  
Pawleys Island, SC 29585

or to such other address as may be specified by one party to the other in a notice duly given in the manner provided herein.

(c) PARTIES IN INTEREST. This Agreement, together with the documents annexed hereto as exhibits, and together with the other documents referred to herein, the terms of all of which are specifically incorporated by reference herein as though fully re-copied in this Agreement, constitute the entire agreement among parties hereto with respect to the subject matter hereof. The terms and conditions of this Agreement and the documents annexed hereto as exhibits and the documents referred to herein shall inure to the benefit of and be binding upon the respective representatives, heirs, administrators, successors and assigns of



the parties hereto. Nothing in this Agreement or in the documents annexed hereto or in the documents referred to herein, express or implied, is intended to confer upon any party, other than the parties hereto and their respective legal representatives, successors and assigns, any rights, remedies and obligations or liabilities under or by reason of this Agreement for any of the documents annexed hereto as exhibits or any of the documents referred to herein.

(d) CAPTIONS. The captions or titles of any paragraph or section or subsection of this Agreement or any exhibit annexed hereto are for convenience only and are not to be construed as a part of this Agreement and shall not operate or be construed as defining or limiting in any way the scope of any provision hereof.

(e) COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

(f) AMENDMENTS. This Agreement may not be changed or modified except by agreement in writing executed by the party or parties against whom enforcement of such waiver, change, modification, extension, discharge or amendment is sought.

(g) GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH CAROLINA, THE STATE IN WHICH IS WAS NEGOTIATED, EXECUTED AND DELIVERED.

(h) CONDITIONS PRECEDENT. This sale/purchase of assets is contingent upon the acquisition by Purchaser of all licenses and permits necessary to operate the Business. It shall also be contingent upon the Purchaser obtaining a satisfactory inspection of all vehicles, equipment and buildings associated with the business. It shall also be contingent upon the Purchaser reviewing and finding acceptable all financial statements and documentation that Purchaser deems necessary in its review of the Business. It shall also be contingent upon the Purchaser obtaining a Phase I environmental survey of the Conway and Sumter properties with the results of such surveys being satisfactory to Purchaser, in Purchaser's sole discretion. It shall also be contingent upon closing on or before the Closing date of February 28, 2018. In the event of the failure of any of the contingencies, Purchaser or Seller shall have the right to terminate this Agreement, whereupon neither party shall have any further

duties or obligations hereunder. All debt obligations due and owing to vendors and suppliers must be paid by Seller on the Closing Date.

14. INDEMNIFICATION BY PURCHASER. Purchaser hereby agrees to indemnify and save and hold harmless the Seller, the Business, its officers, directors, employees and agents from and against any and all claims, demands, causes of action, damages, losses or obligations (collectively the "Damages") asserted against or incurred by Seller by reason of or resulting from:

- (a) A breach by Purchaser of any representation, warranty or covenant contained herein or in any agreement executed pursuant hereof;
- (b) All claims arising out of or relating to occurrences of any nature relating to Purchaser's business subsequent to the Closing Date, including but not limited to actions arising out of or related to vendor's claims; and
- (c) Any tax filing, or return, or payments made, or position taken, by Purchaser which any governmental authority challenges, and which results in an assertion of damages against Seller.

15. RISK OF LOSS. If any property being sold hereunder shall be substantially damaged or destroyed by fire, casualty, or other cause prior to the time of closing, Seller shall immediately notify Purchaser thereof and furnish Purchaser a written statement of the amount of insurance, if any, payable on account thereof. Within ten (10) days after receipt of notice of any such damage or destruction and the written statement of insurance payable on account thereof, Purchaser may elect to terminate this Agreement by written notice of termination to Seller. Upon such termination any part of the purchase price paid by Purchaser or deposited escrow shall be refunded to Purchaser and thereafter neither party shall have any further obligation hereunder, nor shall the Purchaser have any obligation to the Seller's creditors. In the event Purchaser fails to make such election to terminate, this transaction shall be completed in accordance with the terms hereof and Seller shall apply any and all insurance proceeds payable by reason of such Damage or destruction to the payment of the purchase price including payments to Seller's creditors hereunder, and, if paid in full, shall pay any excess proceeds to Buyer. If property is not substantially damaged, it shall be repaired or replaced at Sellers' expense prior to completion of this transaction and the time

for completion of this transaction shall be extended, if necessary, for a reasonable period in order to permit such repairs or replacement. Any and all insurance proceeds payable by reason of the Damage which Seller is obligated to repair or replace shall be paid to Seller.

16. REPRESENTATIONS BY SELLER. The Seller warrants and represents the following:

- (a) Seller is the owner of and has good title to all the assets enumerated in the attached schedule, free from all security interests and other encumbrances, except as noted herein, or represents that they will be released at closing;
- (b) To their knowledge, they have complied with all laws, rules, and regulations of the city, state and federal governments, and that there are no outstanding violations;
- (c) They have entered into no contract to sell or mortgage their Business, or any portion thereof;
- (d) Except in the ordinary course of conducting the Business, they have entered into no contracts relating to their Business, except as shown in the attached schedule;
- (e) There are no judgments, liens, actions, or proceedings pending against them in any court; and,
- (f) Seller will pay out of funds paid at closing, the proceeds of accrued accounts receivable where collected, and the payments under the Note all outstanding accounts payable, and will indemnify the Purchaser therefrom. The Notes shall contain a right of offset for a period of [REDACTED] for any such accounts payable not paid by Seller and which result in claims being made against the Purchaser or the Business. Purchaser shall use its best efforts to immediately notify Seller of any such claim.

Such representations and warranties shall survive the closing.

17. COVENANTS OF SELLER. The Seller covenants with the Purchaser as follows:

- (a) The Bill of Sale and instruments of assignment to be delivered at the closing will transfer all the assets enumerated in the attached schedule, free of all third-party security interest and other encumbrances, except as noted herein, and will contain the usual warranties and affidavit of title;
- (b) The Business of the Seller will be conducted by the Seller up to the date of closing in accordance with all applicable laws, rules, and regulations of the city, state and

federal governments. Pending consummation of the sale and purchase described in this Agreement, Seller shall continue to operate the Business in a normal and successfully prudent manner as it has been operated by the Seller in the past;

(c) All social security, withholding, sales, and unemployment insurance taxes to the state and federal governments will be paid or provided for up to the date of Closing;

(d) Seller shall submit to the Purchaser a verified list of the names, addresses, and amounts of indebtedness to each of his unpaid creditors as of Closing including federal, state, and local liabilities. In the event that a Creditor is omitted from the list by design or omission, Seller shall indemnify and hold Purchaser harmless on account of such omitted creditor who asserts a claim for payment;

(e) No judgments or liens will be outstanding at the time of the closing, against the Seller or against their business.

18. COVENANTS OF PURCHASER. The Purchaser covenants with the Seller as follows:

(a) Until the Purchase Price and indebtedness evidenced by the aforesaid Promissory Notes has been paid in full by Purchaser to Seller, the Purchaser shall not sell, transfer or convey any equipment or inventory purchased from the Seller hereunder without receiving a release of the equipment or inventory from the Security Agreement by Seller, and further shall not sell, transfer or convey any equipment or inventory purchased from the Seller hereunder without replacing said equipment or inventory with equipment or inventory of equal or greater value.

(b) The Business will be conducted by the Purchaser after the date of Closing in accordance with all applicable laws, rules, and regulations of the city, state and federal governments. After the Closing Date described in this Agreement, Purchaser shall operate the Business in a normal and successfully prudent manner as it has been operated by the Seller in the past;

(c) All social security, withholding, sales, and unemployment insurance taxes to the state and federal governments will be paid after the date of Closing;

(d) Until the Purchase Price and indebtedness evidenced by the aforesaid Promissory Notes has been paid in full by Purchaser to Seller, Purchaser, and upon request by Seller, Purchaser shall submit to the Seller current financial statements signed by the Purchaser and

Guarantor, state and local tax returns of Purchaser and Guarantor. Purchaser shall keep and maintain at all times complete, true and accurate books of accounts and records reflecting the results of the operation of the Business. Purchaser shall permit Seller to inspect said books and records upon request. In addition, Purchaser will deliver or cause to be delivered to Seller, as soon as practicable, and in any event within ninety (90) days after the end of each fiscal year of Purchaser, a balance sheet of Purchaser, and a statement of income and expense of Purchaser related to the Business, in each case setting forth, in comparative form, the figures for the previous fiscal year, all in reasonable detail, prepared by an independent certified public accountant of recognized standing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written.

SELLER:

\_\_\_\_\_  
Brady J. Anderson

PURCHASER:

All Coast Moving & Storage, LLC

By: \_\_\_\_\_

Member

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )

MEMBERSHIP PURCHASE AGREEMENT

This Membership Purchase Agreement is made this day and year hereinafter written between Brady Anderson, hereinafter known as Seller, and Grand Strand South Moving & Storage, LLC, hereinafter known as Purchaser.

WITNESSETH:

WHEREAS, the Purchaser desires to acquire from the Seller desires to transfer to the Purchaser, subject to the terms, provisions and conditions of this Agreement, all of the outstanding membership interests owned by the Seller in Grand Strand Moving & Storage, LLC, (hereinafter known as "Company").

NOW, THEREFORE, in consideration of the covenants contained herein, the parties hereby agree as follows:

1. Purchase Price. The purchase price for the shares to be transferred to Purchaser is [REDACTED] Dollars.

2. Closing. The closing of this transaction shall take place on or before February 28, 2018. The Seller agrees that at closing, the Seller will deliver to Purchaser an assignment of membership interest with covenants of general warranty and other goods and instruments of transfer, assignment and conveyance in form satisfactory to Purchaser and his counsel, as shall be effective to vest in Purchaser good and marketable title to the membership interest.

3. Representations, Warranties and Covenants of the Seller. The Seller hereby represents, warrants and covenants to Purchaser as follows:

a. The Seller has and on the closing date will have good and marketable title to the membership interest, being all of the outstanding membership interests in Company, to

convey to the Purchaser. The membership interest is not subject to any liens, mortgages, pledges, encumbrances or charges of any kind and the Seller has the unrestricted and unlimited right and authority to sell, transfer and deliver the unencumbered title to such membership interest to the Purchaser.

b. Company is a limited liability company duly incorporated and validly existing under the laws of the State of South Carolina and is in good standing in such state. Company has filed all returns as and with respect to state and federal income, franchise and corporate taxes which, to the knowledge and belief of the Seller, are required to be filed, for and with respect to all previous years since inception of Company, up to the present and current fiscal year; Company has fully paid all taxes shown to be due on such returns attributable to said Company.

c. All debts of Company have been disclosed by the Seller to the Purchaser.

d. There will be no material changes in the assets or liabilities, net worth, or financial condition of Company, nor shall any contractual arrangement or obligation, other those in the usual course of business, be undertaken prior to the closing except as may otherwise be listed and provided in this agreement.

e. No actions, suits or proceedings are pending, or to the knowledge of the Seller are threatened against or affecting Company of its property; that no material fact regarding Company has been omitted which would reasonably affect a prudent investors decision to purchase all of the membership interests of Company.

f. There is no contract of employment any officer, director or employee of the Company which is not terminable at will.

g. The Seller has performed in all material respects all obligations required to be performed by Seller to the date herein and is not in default in any material respect under any

agreement to which Seller is a party.

4. Conduct of Seller's Business Prior to Closing. The Seller covenants that, between the date of this Agreement and the date of closing, Seller shall not:

- a. make any changes whatsoever in its corporate structure, its certificate of organization or in the amount of its authorized issued membership interests.
- b. enter into any transactions other than the ordinary course of business.
- c. increase the rate of compensation payable to any officer or director of the Company or enter into any new contract of employment with any officer or director.
- d. make any agreement of employment other than in the normal course of business.
- e. sell, assign or otherwise dispose of its trade name.
- f. default in filing of any reports or returns due to the federal, state, county or municipal authorities.

5. Nature and Survival of Representations, Warranties, Covenants and Agreements.  
Purchaser and Seller agree that:

- a. Their respective representations and warranties set forth in this Agreement shall survive the closing and thereafter shall be fully effective and enforceable and shall not be affected by any investigation, verification or approval by any party hereto or by anyone on behalf of any such party.
- b. The respective covenants and agreements set forth in this Agreement, except those covenants and agreements that are required expressly by this Agreement to be fully kept, performed and discharged on or before the closing, shall survive the closing and thereafter shall be fully effective and enforceable.



6. Default. Failure upon the part of either of the parties hereto to comply with the terms hereof within the stipulated time, shall entitle the non-defaulting party to pursue all rights and remedies under the laws of the State of South Carolina.

7. Certificate of Tax Compliance. The Seller shall be responsible for providing a clear certificate of tax compliance from the South Carolina Department of Revenue for Company prior to closing.

8. Miscellaneous. This Agreement shall be binding upon the parties, their heirs, successors and assigns.

WITNESS our hands and seals this 27<sup>th</sup> day of February, 2018.

Seller

Purchaser

## PROMISSORY NOTE

\$862,000.00

February 27, 2018

FOR VALUE RECEIVED, the undersigned promise(s) to pay to Brady I. Anderson, or order, the principal sum of [REDACTED] Dollars together with interest at an annual rate of [REDACTED] percent being due and payable in [REDACTED] equal monthly payments of [REDACTED] with the first payment due on March 27, 2018, and like payments due on the 27<sup>th</sup> day of each succeeding month thereafter until fully paid.

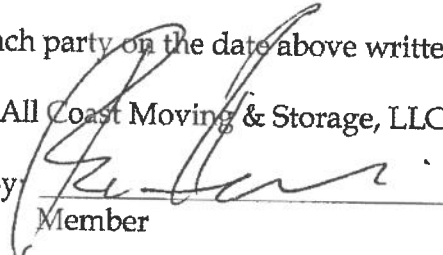
If at any time any portion of the principal or interest be past due and unpaid for more than 10 days, then the whole amount evidenced by this note shall, at the option of the holder, become immediately due and payable, and the holder shall have the right to institute any proceedings upon this note and any lien given to secure the same for the purpose of collecting the principal and interest, with costs and expenses, or of protecting any security connected herewith.

In the event of default in the payment of this note, and if it is placed in the hands of an attorney for collection, the undersigned hereby agree(s) to pay all costs of collection, including a reasonable attorney's fee.

The undersigned reserves the right to prepay in full or in part at any time without penalty.

Presentment, protest, and notice here hereby waived.

Given under the hand and seal of each party on the date above written.

All Coast Moving & Storage, LLC  
By  (SEAL)  
Member

### Guaranty Agreement

This guaranty is given by Ben Harris ("Guarantor") to Brady J. Anderson, (the "Lender"),

#### WITNESS:

All Coast Moving & Storage, LLC, (Borrower) borrowed the sum of [REDACTED] the "Loan") from Lender under the terms and conditions of a Promissory Note (the "Note") dated February 27, 2018, between Borrower and Lender, which are incorporated by reference as if set out in full; and

Guarantor desires Lender to make the above-referenced Loan to Borrower and is willing to enter into this guaranty in order to achieve a credit arrangement desired by Borrower and as an inducement to the acquisition of the Note evidencing the Loan by each person or entity who shall at any time become a holder of it; and

Pursuant to the terms of the Note referenced above and for the reasons stated above, the undersigned have agreed to guarantee and by these presents do agree to guarantee payment to the Lender of the Note.

Now, therefore, for and in consideration of the above-mentioned Loan and to induce the lending by Lender to Borrower, the undersigned absolutely and unconditionally guarantee to Lender, the prompt payment of the Note from Borrower to Lender in the amount of \$862,000.00 when due from Borrower to Lender now or later, plus interest as may accrue on it and, in addition, the undersigned agree to pay the costs of collection, including reasonable attorney's fees paid or incurred by Lender in collecting and/or enforcing the amount of the obligations of Borrower guaranteed under this document, whether at maturity or earlier by reason of acceleration or otherwise, or if now due, when payment of it shall be demanded by Lender, and in case of one or more extensions of time or renewals in whole or in part of the Note, that the same shall be promptly paid when due according to each such extension or renewal, whether at maturity or earlier by reason of acceleration or otherwise. It is specifically understood and agreed that this guaranty is a guarantee of payment and not of collection.

The undersigned agree that whenever at any time or from time to time the undersigned shall make any payment to Lender under this document on account of the amount guaranteed here, the undersigned will notify Lender in writing that the payment is made under this guaranty for that purpose. No payment by the undersigned pursuant to any provisions here shall entitle the undersigned, by subrogation or otherwise, to the rights of Lender to any payment by Borrower or out of the property of Borrower except after payment in full of the amount of the obligations of Borrower guaranteed under this document plus the costs of collection as mentioned above.

The undersigned consent that the time or place of payment of any debt of Borrower may be changed or extended in whole or in part to a time certain or otherwise, and may be renewed or accelerated in whole or in part; that Borrower may be granted indulgences generally; that any of the provisions of any Note may be modified or waived; that any party liable for the payment of it (including but not being limited to any Co-Guarantor) may be granted indulgences or released;

that neither the death, bankruptcy nor disability of any one or more of the Guarantor shall affect the continuing obligation of any other Guarantor, and that no claim need be asserted against the personal representative, guardian, trustee in bankruptcy or receiver of any deceased, incompetent, bankrupt or insolvent Guarantor; all without notice to or further assent by the undersigned who shall remain bound thereon, notwithstanding any such exchange, compromise, surrender, extension, renewal, acceleration, modification, indulgence or release.

The undersigned expressly waive: (a) notice of acceptance of this guaranty and of all extensions of credit to Borrower; (b) presentment and demand for payment of any of the debts of Borrower; (c) protest and notice of dishonor or of default to the undersigned or to any other party with respect to any of the debts of Borrower or with respect to any security therefor; (d) all other notices to which the undersigned might otherwise be entitled; and (e) demand for payment under this guaranty.

This guaranty and all rights, obligations and liabilities arising under it shall be construed according to the laws of the State of South Carolina.

This obligation and liability on the part of the undersigned shall be a primary and not a secondary obligation and liability, payable immediately on demand without recourse first having been had by Lender against Borrower or any person, firm or corporation. This is a guarantee of payment and not of collection. The liability of the undersigned on this guaranty shall be direct and immediate and not conditioned or contingent on the pursuit of any remedies against Borrower or any other person, or against any other Guarantor, not against securities or liens available to Lender, its successors, endorsees or assigns. The undersigned waives any right to require that an action be brought against Borrower or any other person. Nothing except payment to Lender of the full amount of the Note together with interest and all other costs and expenses paid or incurred by Lender in collecting and/or enforcing the amount of Borrower's obligation guaranteed here shall terminate the obligations of the undersigned to Lender incurred here. On failure of the undersigned to pay immediately all amounts due under this guaranty on demand as stated above, the undersigned agree to pay all legal and other costs and expenses, including reasonable attorney's fees, paid or incurred by Lender in connection with the enforcement of this guaranty. It is further expressly agreed that Lender, on such default, may exercise its rights and remedies as a secured party as set out above.

This instrument has been duly executed by the undersigned on the 27th day of February, 2018.



Ben Harris

## SECURITY AGREEMENT

THIS SECURITY AGREEMENT (the "**Agreement**") is executed and delivered as of this \_\_\_\_\_ day of February, 201, by All Coast Moving and Storage, LLC, a South Carolina Limited Liability Company, Grand Strand Moving & Storage, LLC and Grand Strand South Moving & Storage, LLC whose address is 60 River Bluff Drive, Pawleys Island, South Carolina 29585 ("**Debtor**"), in favor of Brady J. Anderson, his heirs, successors and assigns ("**Secured Party**").

### WITNESSETH:

WHEREAS, Debtor is indebted to Secured Party pursuant to a Promissory Note dated the day of February, 2018, in the face amount of \_\_\_\_\_ (together with any and all extensions, renewals, or modifications thereof, the "**Note**");

WHEREAS, it is a condition precedent to the Secured Party's making the loan evidenced by the Note that the Debtor execute and deliver to Secured Party a security agreement in substantially the form of this Agreement; and

WHEREAS, the Debtor desires to secure its obligations under the Note by granting the Secured Party a security interest in the property described below;

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Security Interest. The Debtor hereby grants to the Secured Party, to secure the payment and performance in full of all of the Obligations (as defined below), a security interest in and pledges and assigns to the Secured Party the following properties, assets, and rights of the Debtor, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof (all of the same being in this Agreement called the "**Collateral**"):

(a) All furniture, fixtures, equipment, inventory, leasehold improvements, signs, warranties, stationary, brochures, telephone equipment and listings (to the extent assignable), vendor and supply lists, accounts receivables, contracts, vehicles, including but not limited to those contained in Exhibit A attached hereto, and all other personal property used, useful or associated with the business or businesses known as "All Coast Moving and Storage, LLC" and "Grand Strand South Moving & Storage, LLC", or using the trade names "Anderson Transfer & Storage", Harkins Moving & Storage", and "Grand Strand Moving & Storage"; and

(b) All proceeds, replacements and substitutions of any of the foregoing in whatever form, including without limitation cash, negotiable instruments, and other instruments for the payment of money, chattel paper, security agreements or other documents.

2. Obligations Secured. The security interests granted herein secure the following obligations (collectively, the "**Obligations**"): (a) the obligations of Debtor to Secured Party under the Note; (b) any and all advances or expenditures made by Secured Party pursuant to the terms of this Agreement; (c) attorneys' fees, court costs, and other amounts which may be due under the Note or this Agreement; (d) any and all other indebtedness of Debtor to Secured Party, now existing or hereafter arising, of whatever class or nature, whether or not now contemplated by the parties, including future advances; and (e) any and all extensions, renewals, and modifications of any of the foregoing.

3. Authorization To File Financing Statements. The Debtor hereby irrevocably authorizes the Secured Party at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction any initial financing statements and amendments to this Agreement that: (a) describe the Collateral, and (b) provide any other information required by part 5 of Article 9 of the Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment, including (i) whether the Debtor is an organization, the type of organization and any organizational identification number issued to the Debtor and, (ii) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. The Debtor agrees to furnish any such information to the Secured Party promptly upon the Secured Party's request. The Debtor also ratifies its authorization for the Secured Party to have filed in any Uniform Commercial Code jurisdiction any like initial financing statements or amendments to this Agreement if filed before the date of this Agreement.

4. Other Actions for Any and All Collateral. The Debtor further agrees, upon request of the Secured Party and at the Secured Party's option, to take any and all other actions as the Secured Party may determine to be necessary or useful for the attachment, perfection and first priority of, and the ability of the Secured Party to enforce, the Secured Party's security interest in any and all of the Collateral, including, without limitation, (a) executing, delivering and, where appropriate, filing financing statements and amendments relating to this Agreement under the Uniform Commercial Code, to the extent, if any, that the Debtor's signature thereon is required therefor, (b) causing the Secured Party's name to be noted as secured party on any certificate of title for a titled good if such notation is a condition to attachment, perfection or priority of, or ability of the Secured Party to enforce, the Secured Party's security interest in such Collateral, (c) complying with any provision of any statute, regulation or treaty of the United States as to any Collateral if compliance with such provision is a condition to attachment, perfection or priority of, or ability of the Secured Party to enforce, the Secured Party's security interest in such Collateral, (d) obtaining governmental and other third party waivers, consents and approvals in form and substance satisfactory to the Secured Party, including, without limitation, any consent of any licensor, lessor or other person obligated on Collateral, (e) obtaining waivers from mortgagees and landlords in form and substance satisfactory to the Secured Party, and (f) taking all actions under any earlier versions of the Uniform Commercial Code or under any other law,

as reasonably determined by the Secured Party to be applicable in any relevant Uniform Commercial Code or other jurisdiction, including any foreign jurisdiction.

5. Covenants Concerning Debtor's Legal Status. The Debtor covenants with the Secured Party as follows: (a) without providing at least 30 days prior written notice to the Secured Party, the Debtor will not change its name, its place of business or, if more than one, chief executive office, or its mailing address or organizational identification number if it has one, (b) if the Debtor does not have an organizational identification number and later obtains one, the Debtor will forthwith notify the Secured Party of such organizational identification number, and (c) the Debtor will not change its type of organization, jurisdiction of organization, or other legal structure.

6. Representations and Warranties Concerning Collateral, Etc. The Debtor further represents and warrants to the Secured Party the Debtor is the owner of the Collateral, free from any right or claim of any person or any adverse lien, security interest or other encumbrance, except for the following: (i) the security interest created by this Agreement; and (ii) the security interest created by documents executed in connection with the Note to Brady J. Anderson on February \_\_\_\_\_, 2018 in the original principal amount of [REDACTED]

7. Covenants Concerning Collateral, etc. The Debtor further covenants with the Secured Party as follows:

(a) except for the security interest created by this Agreement, the Debtor shall be the owner of the Collateral free from any right or claim of any other person or any lien, security interest or other encumbrance, and the Debtor shall defend the same against all claims and demands of all persons at any time claiming the same or any interests in this Agreement adverse to the Secured Party;

(b) the Debtor shall not pledge, mortgage or create, or suffer to exist any right of any person in or claim by any person to the Collateral, or any security interest, lien or other encumbrance in the Collateral in favor of any person, other than the Secured Party;

(c) the Debtor will pay promptly when due all taxes, assessments, governmental charges and levies upon the Collateral or incurred in connection with the use or operation of such Collateral or incurred in connection with this Agreement;

(d) the Debtor will not sell or otherwise dispose, or offer to sell or otherwise dispose, of any of the Collateral excepting inventory only, and then solely in the ordinary course of business; all net funds received from the closings of dispositions of any Collateral shall be paid directly to Secured Party. Secured Party shall approve of each

such transaction and must, as part of such approval, indicate its approval by executing the HUD statement or bill of sale which reflects each such transaction;

(e) the Collateral shall be kept in the State of South Carolina and the Debtor will not remove the Collateral from said State, without the written consent of the Secured Party.

8. Maintenance of Insurance. The Debtor shall have and maintain at all times with respect to the Collateral insurance satisfactory to the Secured Party against risks customarily insured against with respect to such types of Collateral, with reputable insurers, in the full replacement value of the collateral, all is reasonably determined by the Secured Party, and containing such terms, in such form, and for such periods as may be reasonably satisfactory to the Secured Party. All such insurance shall be payable to the Secured Party as first lien and loss payee under a "standard" or "New York" loss payee clause.

9. Insurance Proceeds. The proceeds of any casualty insurance in respect of any casualty loss of any of the Collateral shall, subject to the rights, if any, of other parties with an interest having priority in the property covered thereby, (a) so long as no Event of Default has occurred and is continuing and to the extent that the amount of such proceeds is less than \$10,000.00, be disbursed to the Debtor for direct application by the Debtor solely to the repair or replacement of the Debtor's property so damaged or destroyed and (b) in all other circumstances, be held by the Secured Party as cash collateral for the Obligations. The Secured Party may, at its sole option, disburse from time to time all or any part of such proceeds so held as cash collateral, upon such terms and conditions as the Secured Party may reasonably prescribe, for direct application by the Debtor solely to the repair or replacement of the Debtor's property so damaged or destroyed, or the Secured Party may apply all or any part of such proceeds to the Obligations.

10. Continuation of Insurance. All policies of insurance shall provide for at least 30 days prior written cancellation notice to the Secured Party. In the event of failure by the Debtor to provide and maintain insurance as in this Agreement provided, the Secured Party may, at its option, provide such insurance and charge the amount thereof to the Debtor. The Debtor shall furnish the Secured Party with certificates of insurance and policies evidencing compliance with the foregoing insurance provisions. In the event of failure to provide and maintain insurance as herein provided, the Secured Party may, at its option, provide such insurance and the Debtor hereby promises to pay to the Secured Party on demand the amount of any reasonable disbursements made by the Secured Party for such purpose. Risk of loss or damage shall accrue to the Debtor to the extent of any deficiency in any effective insurance.

11. Expenses Incurred by Secured Party. In the Secured Party's discretion, if the Debtor fails to do so, the Secured Party may discharge taxes and other encumbrances at any time



levied or placed on any of the Collateral, make repairs under this Agreement and pay any necessary filing fees or insurance premiums. The Debtor agrees to reimburse the Secured Party on demand for all expenditures so made. The Secured Party shall have no obligation to the Debtor to make any such expenditures, nor shall the making of such expenditures be construed as a waiver or cure any Event of Default.

12. Secured Party's Obligations and Duties. Anything in this Agreement to the contrary notwithstanding, the Debtor shall remain obligated and liable under each contract or agreement comprised in the Collateral to be observed or performed by the Debtor thereunder. The Secured Party shall not have any obligation or liability under any such contract or agreement by reason of or arising out of this Agreement or the receipt by the Secured Party of any payment relating to any of the Collateral, nor shall the Secured Party be obligated in any manner to perform any of the obligations of the Debtor under or under any such contract or agreement, to make inquiry as to the nature or sufficiency of any payment received by the Secured Party in respect of the Collateral or as to the sufficiency of any performance by any party under any such contract or agreement, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to the Secured Party or to which the Secured Party may be entitled at any time or times. The Secured Party's sole duty with respect to the custody, safe keeping and physical preservation of the Collateral in its possession, under § 9-207 of the Uniform Commercial Code or otherwise, shall be to deal with such Collateral in the same manner as the Secured Party deals with similar property for its own account.

13. Appointment and Powers of Secured Party. The Debtor hereby irrevocably constitutes and appoints the Secured Party and any officer or agent of the Secured Party, with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of the Debtor or in the Secured Party's own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or useful to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives said attorneys the power and right, on behalf of the Debtor, without notice to or assent by the Debtor, to do the following: (a) upon the occurrence and during the continuance of an Event of Default, generally to sell, transfer, pledge, make any agreement with respect to or otherwise dispose of or deal with any of the Collateral in such manner as is consistent with the applicable state Uniform Commercial Code and as fully and completely as though the Secured Party were the absolute owner thereof for all purposes, and to do, at the Debtor's expense, at any time, or from time to time, all acts and things which the Secured Party deems necessary or useful to protect, preserve or realize upon the Collateral and the Secured Party's security interest in this Agreement, to effect the intent of this Agreement, all no less fully and effectively as the Debtor might do, including, without limitation, to the extent that the Debtor's authorization given in section 3 is not sufficient, to file such financing statements with respect to this Agreement, with

or without the Debtor's signature, or a photocopy of this Agreement in substitution for a financing statement, as the Secured Party may deem appropriate and to execute in the Debtor's name such financing statements and amendments to this Agreement and continuation statements which may require the Debtor's signature. To the extent permitted by law, the Debtor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue of this Agreement. This power of attorney is a power coupled with an interest and is irrevocable. The powers conferred on the Secured Party under this Agreement are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. The Secured Party shall be accountable only for the amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its officers, directors, employees, or agents shall be responsible to the Debtor for any act or failure to act, except for the Secured Party's own gross negligence or willful misconduct.

14. Events of Default. All Obligations shall, at the option of the Secured Party and notwithstanding any time or credit allowed for payment thereof pursuant to any provision, understanding, or agreement between the parties, become immediately due and payable without presentment, demand for payment, protest or other notice of any kind (all of which are expressly waived) upon the occurrence of any one or more of the following events (each an "Event of Default"):

(a) The occurrence of an Event of Default under and as defined in the Note, and the continuation of such Event of Default unremedied beyond any applicable grace period provided for in the Note;

(b) Failure by the Debtor to duly observe any covenant, condition or agreement of this Agreement or the Commitment Letter (as defined in the Note), and the continuation of such failure unremedied for ten (10) days after notice of such failure (if otherwise required) is given by Secured Party to Debtor;

(c) The sale, conveyance, transfer, mortgage, lease or encumbrance of all or any portion of the Collateral, except in the ordinary course of business at market prices, except as expressly provided herein; and

(d) Debtor suffers or permits any lien, encumbrance, or security interest to arise or attach to the Collateral (other than liens in favor of the Secured Party and Permitted Encumbrances) that is not promptly removed or satisfied.

15. Rights and Remedies. If an Event of Default shall have occurred and be continuing, the Secured Party, without any other notice to or demand upon the Debtor, shall have in any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies, the rights and remedies of a secured party under the applicable Uniform Commercial

Code and any additional rights and remedies as may be provided to a secured party in any jurisdiction in which Collateral is located, including, without limitation, the right to take possession of the Collateral, and for that purpose the Secured Party may, so far as the Debtor can give authority therefor, enter upon any premises on which the Collateral may be situated and remove the same therefrom. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Secured Party shall give to the Debtor at least five Business Days prior written notice of the time and place of any public sale of Collateral or of the time after which any private sale or any other intended disposition is to be made. The Debtor hereby acknowledges that five Business Days' prior written notice of such sale or sales shall be reasonable notice. In addition, the Debtor waives any and all rights that it may have to a judicial hearing in advance of the enforcement of any of the Secured Party's rights and remedies hereunder, including, without limitation, its right following an Event of Default to take immediate possession of the Collateral and to exercise its rights and remedies with respect to this Agreement.

16. Standards for Exercising Rights and Remedies. To the extent that applicable law imposes duties on the Secured Party to exercise remedies in a commercially reasonable manner, the Debtor acknowledges and agrees that it is not commercially unreasonable for the Secured Party: (a) to fail to incur expenses reasonably deemed significant by the Secured Party to prepare Collateral for disposition or otherwise to fail to complete raw material or work in process into finished goods or other finished products for disposition, (b) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (c) to fail to exercise collection remedies against account debtors or other persons obligated on Collateral or to fail to remove liens or encumbrances on or any adverse claims against Collateral, (d) to exercise collection remedies against account debtors and other persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (e) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (f) to contact other persons, whether or not in the same business as the Debtor, for expressions of interest in acquiring all or any portion of the Collateral, (g) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the collateral is of a specialized nature, (h) to dispose of Collateral by using Internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets, (i) to dispose of assets in wholesale rather than retail markets, (j) to disclaim disposition warranties, (k) to purchase insurance or credit enhancements to insure the Secured Party against risks of loss, collection or disposition of Collateral or to provide to the Secured Party a guaranteed return from the collection or disposition of Collateral, or (l) to the extent deemed appropriate by the Secured Party, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Secured Party in the collection or disposition of any of the Collateral. The Debtor acknowledges that the purpose of this Section is

to provide non-exhaustive indications of what actions or omissions by the Secured Party would fulfill the Secured Party's duties under the applicable Uniform Commercial Code or any other relevant jurisdiction in the Secured Party's exercise of remedies against the Collateral and that other actions or omissions by the Secured Party shall not be deemed to fail to fulfill such duties solely on account of not being indicated in this Section. Without limitation upon the foregoing, nothing contained in this Section shall be construed to grant any rights to the Debtor or to impose any duties on the Secured Party that would not have been granted or imposed by this Agreement or by applicable law in the absence of this Section.

17. No Waiver by Secured Party, etc. The Secured Party shall not be deemed to have waived any of its rights and remedies in respect of the Obligations or the Collateral unless such waiver shall be in writing and signed by the Secured Party. No delay or omission on the part of the Secured Party in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion. All rights and remedies of the Secured Party with respect to the Obligations or the Collateral, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly, alternatively, successively or concurrently at such time or at such times as the Secured Party deems expedient.

18. Suretyship Waivers by Debtor. The Debtor waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, Collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect to both the Obligations and the Collateral, the Debtor assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of or failure to perfect any security interest in any Collateral, to the addition or release of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as the Secured Party may deem advisable. The Secured Party shall have no duty for the collection or protection of the Collateral or any income from the Collateral, the preservation of rights against prior parties, or the preservation of any rights pertaining to this Agreement. The Debtor further waives any and all other suretyship defenses.

19. Marshalling. The Secured Party shall not be required to marshal any present or future collateral security (including but not limited to the Collateral) for, or other assurances of payment of, the Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of its rights and remedies hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights and remedies, however existing or arising. To the extent that it lawfully may, the Debtor hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of the Secured Party's rights

and remedies under this Agreement or under any other instrument creating or evidencing any of the Obligations or under which any of the Obligations is outstanding or by which any of the Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, the Debtor hereby irrevocably waives the benefits of all such laws.

20. Proceeds of Dispositions; Expenses. The Debtor shall pay to the Secured Party on demand any and all expenses, including reasonable attorneys' fees and disbursements, incurred or paid by the Secured Party in protecting, preserving, or enforcing the Secured Party's rights and remedies under or in respect of any of the Obligations or any of the Collateral. After deducting all of said expenses, the residue of any proceeds of collection or sale or other disposition of Collateral shall, to the extent actually received in cash, be applied to the payment of the Obligations in such order or preference as the Secured Party may determine, proper allowance and provision being made for any Obligations not then due. Upon the final payment and satisfaction in full of all of the Obligations and after making any payments required by the applicable Uniform Commercial Code, any excess shall be returned to the Debtor. In the absence of final payment and satisfaction in full of all of the Obligations, the Debtor shall remain liable for any deficiency.

21. Overdue Amounts. Until paid, all amounts due and payable by the Debtor hereunder shall be a debt secured by the Collateral and shall bear, whether before or after judgment, interest at the rate of interest set forth in the Note.

22. Governing Law; Consent to Jurisdiction. THIS AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF SOUTH CAROLINA, except to the extent that the Uniform Commercial Code provides for the law of a different state to govern the perfection and priority of the security interests granted hereunder. The Debtor agrees that any action or claim arising out of any dispute in connection with this Agreement, any rights or obligations hereunder or the performance or enforcement of such rights or obligations may be brought in the courts of the State of South Carolina, or any Federal court sitting in such jurisdictions, and consents to the non-exclusive jurisdiction of such courts and to service of process in any such suit being made upon the Debtor by mail at the address set forth in the Mortgage. The Debtor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

23. Waiver of Jury Trial. THE DEBTOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OR ENFORCEMENT OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, the Debtor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special,

exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Debtor (i) certifies that neither the Secured Party nor any representative, agent or attorney of the Secured Party has represented, expressly or otherwise, that the Secured Party would not, in the event of litigation, seek to enforce the foregoing waivers or other waivers contained in this Agreement and (ii) acknowledges that, in entering into the Note to which the Secured Party is a party, the Secured Party is relying upon, among other things, the waivers and certifications contained in this Section.

24. Waiver of Pre-Seizure Hearing. In the event the Secured Party seeks to take possession of any of the Collateral by replevin, claim and delivery, or other court process, the Debtor hereby (i) **GRANTS THIS WAIVER OF HEARING PRIOR TO IMMEDIATE POSSESSION**; and (ii) irrevocably waives, to the extent permitted by law, any bonds, and any surety or security relating thereto, required by any statute, court rule or otherwise as an incident to such possession and any demand for possession of the Collateral prior to the commencement of any suit or action to recover possession thereof.

25. Miscellaneous. The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. This Agreement and all rights and obligations hereunder shall be binding upon the Debtor and its successors and assigns, and shall inure to the benefit of the Secured Party and its successors and assigns. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included in this Agreement. The Debtor acknowledges receipt of a copy of this Agreement.

26. Certain Defined Terms. All terms defined in the applicable Uniform Commercial Code and used in this Agreement shall have the same definitions in this Agreement, unless otherwise specified.

27. WAIVER OF DEBTOR'S RIGHTS. TO THE FULLEST EXTENT PERMITTED BY LAW, DEBTOR WAIVES THE BENEFIT OF ALL LAWS NOW EXISTING OR THAT HEREAFTER MAY BE ENACTED PROVIDING FOR (I) ANY APPRAISEMENT BEFORE SALE OF ANY PORTION OF THE PROPERTY, (II) IN ANY WAY EXTENDING THE TIME FOR THE ENFORCEMENT OF THE COLLECTION OF THE NOTE OR THE DEBT EVIDENCED THEREBY OR ANY OF THE OTHER OBLIGATIONS, AND ANY RIGHTS TO HEARING PRIOR TO THE EXERCISE BY SECURED PARTY OF ANY RIGHT, POWER, OR REMEDY HEREIN PROVIDED TO SECURED PARTY.

TO THE FULL EXTENT DEBTOR MAY DO SO, DEBTOR AGREES THAT DEBTOR WILL NOT AT ANY TIME INSIST UPON, PLEAD, CLAIM OR SEEK TO TAKE THE BENEFIT OR ADVANTAGE OF ANY LAW NOW OR HEREAFTER IN FORCE

PROVIDING FOR ANY EXEMPTION (INCLUDING HOMESTEAD EXEMPTION), APPRAISEMENT, VALUATION, STAY, EXTENSION OR REDEMPTION, AND DEBTOR FOR THEMSELVES AND THEIR RESPECTIVE HEIRS, DEVISEES, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, AND FOR ANY AND ALL PERSONS CLAIMING ANY INTEREST IN THE PROPERTY, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVE AND RELEASE ALL RIGHTS OF VALUATION, APPRAISEMENT, REDEMPTION, STAY OF EXECUTION, THE BENEFIT OF ALL EXEMPTION LAWS, NOTICE OF ELECTION TO MATURE OR DECLARE DUE THE WHOLE OF THE SECURED INDEBTEDNESS AND MARSHALLING IN THE EVENT OF FORECLOSURE OF THE LIENS HEREBY CREATED. DEBTOR FURTHER WAIVES ANY AND ALL NOTICES INCLUDING, WITHOUT LIMITATION, NOTICE OF INTENTION TO ACCELERATE AND OF ACCELERATION OF THE OBLIGATIONS.

IN WITNESS WHEREOF, intending to be legally bound, the Debtor has caused this Agreement to be duly executed in its name and its seal affixed hereto as of the date first above written.

**All Coast Moving and Storage, LLC**

By: [Signature]  
Its: Manager

**Grand Strand Moving & Storage, LLC**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Grand Strand South Moving & Storage, LLC**

By: [Signature]  
Its: Manager

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF HORRY ) AGREEMENT OF LEASE

THIS AGREEMENT entered into this 27<sup>th</sup> day of February, 2018, by and between Brady J. Anderson, hereinafter called the "Landlord", and All Coast Moving & Storage, LLC, hereinafter called the "Tenant".

WITNESSETH:

The Landlord, for and in consideration of the covenants and agreements hereinafter set forth to be kept and performed by the Tenant, demises and leases unto the Tenant and the Tenant does hereby hire and rent from the Landlord the premises hereinafter described, for the period, at the rental, and upon the terms and conditions hereinafter specifically set forth.

1. **Description of Premises.** Landlord leases to Tenant the premises more particularly described as 1.48 acres (Horry County TMS# 151-00-04-001) and 2.39 acres (Horry County TMS# 151-00-04-013) and having a street address of 141 E. Cox Ferry Road, Conway, SC 29526.

2. **Term.** The initial term of this Lease is for [REDACTED] years, beginning on March 1, 2018, and ending on [REDACTED]. Tenant shall have the option to extend this lease for [REDACTED] additional terms of [REDACTED] years each. This lease shall be automatically extended for each successive term unless Tenant gives Landlord written notice of its intent not to extend within ninety (90) days before the expiration of the then existing lease term.

3. **Rent.** The Tenant shall pay to the Landlord during the initial term of this Lease in lawful money of the United States of America the sum of [REDACTED] per month during the first year of the initial term and the sum of [REDACTED] per month during the second and third years of the initial term. The rent for each option period exercised shall be increased by an amount equal to [REDACTED] of the monthly rent for the previous lease term. All rent payments shall be due on the 1st day of each month. Any payment not received within ten (10) days of the due date shall bear a late charge of [REDACTED] of the payment. The rent shall be payable to Landlord at 2695 Eldredge Lane, Sumter, SC 29150 or such other address as Landlord may designate in writing.

4. **Repairs and Maintenance.** The Tenant shall not cause or permit any waste, damage, or injury to the leased property. The Tenant, at its sole expense, shall keep the leased property as now or hereafter constituted with all improvements made thereto clean and in good condition, and shall make all repairs, replacements, and renewals. Tenant shall be responsible for all repairs relating to the plumbing, electric and heat and air conditioning system. All repairs, replacements and renewals shall be at least equal in quality of materials and workmanship to that originally existing on the leased property.



5. **Delivery of Premises.** By execution of this Agreement, Tenant and Landlord acknowledge that the premises are in fit condition for use by Tenant. Possession of the premises shall be given to Tenant on or before March 1, 2018.

6. **Entry on Premises by Landlord.** Landlord reserves the right to enter on the premises at reasonable times to inspect them by providing the Tenant no less than 24 hours notice.

7. **Utilities.** Tenant shall arrange and pay for all utilities furnished to the premises during the term of this Lease.

8. **Signs.** Tenant shall be responsible for erecting and maintaining all signs in good repair and condition, and all signs must also comply with any governmental ordinance, rules and regulations.

9. **Taxes and Assessments.** Landlord shall pay all real property taxes on the leased property for the first twelve (12) months of the initial lease term. Thereafter, Tenant shall pay all real property taxes on the leased property. Tenant shall be responsible for all taxes and assessments on property of the Tenant located on the leased premises.

10. **Insurance.** Tenant shall be responsible for maintaining adequate fire and extended coverage insurance upon the demised premises during the term of this Lease or any extension of this Lease. Tenant shall be responsible for insuring its own property. Tenant shall also procure and maintain in force at its expense during the term of this lease and any extension thereof, public liability insurance in the amount of at least One Million and 00/100 Dollars (\$1,000,000.00). Such coverage shall be adequate to protect against liability for damage claims through public use, or arising out of accidents occurring around or in the leased premises. The policy shall provide coverage for contingent liability of Landlord on any claims or losses, and Tenant shall name the Landlord as a co-insured under said policy and furnish evidence of said policy within ten (10) days of the execution of this Lease Agreement.

13. **Indemnification.** Tenant agrees to indemnify and save Landlord harmless against any and all claims, demands, damages, costs and expense, including reasonable attorney's fees for the defense thereof, arising out of the conduct or management of the business by the Tenant on the premises, or from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of the Tenant to be performed pursuant to the terms of this Lease Agreement, or from any act of negligence of Tenant, Tenant's agents, contractors, servants, employees, sublessee, concessionaires or licensees in or about the premises. In case of any action or proceeding brought against Landlord by reason of any such claim, upon notice from Landlord, Tenant covenants to defend such action or proceeding by counsel satisfactory to Landlord.

14. **Compliance with Applicable Laws.** The Tenant at its sole expense shall comply with all laws, orders, and regulations of federal, state, county and municipal authorities, and with any direction of any public officer, pursuant to the law, which imposes any duty upon the

Tenant or the Landlord with respect to the leased property. The Tenant, at its sole expense, shall obtain all licenses or permits which may be required by the conduct of its business within the terms of this Lease, or for the making of repairs, alterations, improvements ' or additions. The Tenant shall comply with the requirements of all policies of public liability, fire, and all other types of insurance at any time in force with respect to the buildings and other improvements on the leased property.

15. **Use of Premises.** The Tenant may use and occupy the leased property as a moving and storage facility or for any other lawful purpose related to the moving and storage business. Tenant shall have the right to lease the premises for any use at Tenant's sole discretion, so long as said purpose is lawful. Tenant shall maintain the premises inside the building and out in a clean and neat manner at all times, being careful to properly dispose of all trash and garbage away from the premises.

16. **Assignment or Sublease.** The Tenant shall have the right to voluntarily or by operation of law assign or sublet the Lease in whole or any part of the leased property at Tenant's sole discretion and with the written consent of the Landlord, which consent shall not be unreasonably withheld.

17. **Improvements to Property.** The Tenant shall not make alterations or improvements to the leased property without first obtaining the prior written consent of the Landlord, which consent shall not be unreasonably withheld. If Tenant makes any such improvements, the same shall be at Tenant's own cost and expense and Tenant shall hold the Landlord harmless and indemnify Landlord against any claims arising by reason of the construction thereof, expressly including, but without limiting the generality, Mechanic's Liens and public liability. In the event a Mechanic's Lien is filed against the leased property, the Tenant agrees to remove said Mechanic's Lien by bond or otherwise within thirty (30) days after Tenant is served with notice of said Mechanic's Lien. Any alteration, addition, or improvement made by the Tenant and any fixtures installed as part thereof shall at the Landlord's option become the property of the Landlord upon the expiration or sooner termination of this Lease; provided, however, that all moveable trade fixtures shall remain the property of the Tenant and he shall be granted the right to remove said personal property and moveable trade fixtures, provided no damage is done to the leased premises, and all removal and damage repair is completed upon termination of this Lease.

18. **Surrender of Premises.** The Tenant shall on the last day of the term, or upon the sooner termination of the term, peaceably and quietly surrender the leased property to the Landlord, in as good condition and repair as at the commencement of the term, and as any new buildings, structures, replacements, or additions, or improvements constructed, erected, added, or placed thereon by the Tenant or when completed, with the natural wear and tear thereof expected.

19. **Condemnation.** If the whole of the leased property, or such portion thereof as will make the leased property unsuitable for the purposes herein leased, is condemned for any public use or purpose by any legally constituted authority, then this Lease shall cease from the time when possession is taken by such public authority and rental shall be accounted for between the Landlord and the Tenant as of the date of the surrender of possession. In the event of a partial condemnation which does not prevent Tenant's use of the premises for the purpose described herein, such condemnation shall not cause any termination or modification of this Lease.

20. **Destruction of Premises.** If destruction or damage to the building or any improvement on the leased property is caused by fire, windstorm or any other casualty, then Tenant shall restore the leased property to substantially the same condition as before the casualty with said work to be completed within 180 days from the date of the casualty, if possible.

21. **Subordination.** Tenant will upon written request by Landlord subordinate Tenant's rights hereunder to the lien of any mortgage given to secure a loan made to Landlord provided, however, that such subordination shall be made only upon the express written condition that Tenant will not be disturbed in the use of the premises.

22. **Holding Over.** At any expiration or cancellation of this Lease, should Tenant hold over for any reason, it is hereby agreed that, in the absence of a written agreement to the contrary, such tenancy shall be from month to month only.

21. **Default.** If Tenant shall be in default in the payment of any rent due hereunder for more than ten (10) days or in the performance of any conditions hereof, or if Tenant shall be adjudicated bankrupt or make any assignment for the benefit of creditors, or if the interest of Tenant therein shall be sold under execution or other legal process, then, on 15 days written notice to Tenant, Landlord may enter into said premises and repossess the same as if this Lease had not been made and shall thereupon have the right to cancel this Lease, without prejudice, however, to the right of Landlord to recover all rent for the balance of the term.

22. **Notices.** Any notice under this Lease must be in writing and must be sent by registered or certified mail to the last address of the party to whom the notice is to be given, as designated by such party in writing. The Landlord hereby designates his address as 2695 Eldredge Lane, Sumter, SC 29153. The Tenant hereby designates its address as 60 Riverbluff Drive, Pawleys Island, SC 29585.

23. **Declaration of Governing Law.** This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of South Carolina.

24. **Waiver.** Failure of either party to insist upon strict performance of any covenant or condition of this Lease in any one or more instances shall not be construed as a waiver for the future of any such covenant or condition, but the same shall be and remain in full force and effect.

25. **Binding Effect.** The covenants, terms, conditions, provision, and undertakings in this Lease or in any renewals thereof shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto, as if they were in every case named and expressed, and shall be construed as covenants running with the land; and wherever reference is made to either of the parties hereto, it shall be held to include and apply also to the heirs, executors, administrators, successors, and assigns of such party, as if in each and every case so expressed.

26. Entire Agreement; Modification; Severability. This Lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and shall be enforced to the fullest extent permitted by law.

27. **Option to Purchase.** Landlord grants to Tenant the option to purchase the leased property for a purchase price of [REDACTED]. The option price shall increase by [REDACTED] for each additional option term after the initial term exercised by the Tenant. Tenant may exercise this option by giving Landlord 60 days written notice. Landlord shall convey marketable fee simple title to Tenant by general warranty deed and shall pay for the preparation of the deed and deed stamps.


IN WITNESS WHEREOF, the Landlord and Tenant subscribed their names and affixed their seals the day and year first above written.

WITNESSES:

LANDLORD:

Jeni H<sup>o</sup> Mala  
21. Jay Haan

~~TENANT~~

TENANT:  
  
 Robert M. Mendenhall



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF HORRY )

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") is executed this 27th day of February, 2018, by and between Brady J. Anderson ("Landlord") and All Coast Moving & Storage, LLC, ("Tenant").

WHEREAS, Landlord and Tenant have entered into a Lease Agreement, dated February 27, 2018, (the "Lease"), for real property and improvements located at 141 E. Cox ferry Road, Conway, SC 29527 (the "Demised Premises") and the parties wish to memorialize that agreement of record in the Office of the Register of Deeds for Horry County, South Carolina.

NOW THEREFORE, for and in consideration of the mutual covenants contained in the Lease the adequacy and receipt of which are hereby acknowledged, Landlord and Tenant hereby declare as follows:

1. The parties have entered into the Lease for the Demised Premises, dated effective as of the 27th day of February, 2018.
2. The Lease pertains to the real estate and improvements described on the attached Exhibit A, which is incorporated herein by reference.
3. The initial Lease term is for a term of at three (3) years beginning March 1, 2018, and ending February 28, 2021.
4. The Tenant has eight (8) options to renew the Lease, each option being for another five (5) year term.
5. The Landlord has also granted the Tenant an option to purchase the property described in Exhibit A upon the terms and conditions contained in the Lease.

The purpose of this Memorandum is to give notice of the Lease and of the rights created thereby, all of which are hereby confirmed, and this Memorandum is subject to all of the terms and conditions, provisions, covenants and agreement contained in such Lease, all of which are incorporated by reference.

[The remaining portion of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the Landlord herein has hereunto set its hand and seal, as of the day and year first above written.

WITNESSES AS TO LANDLORD:

LANDLORD:

Witness No. 1

By: Brady J. Anderson (L.S.)

**Witness No. 2 / Notary Public**

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )

## ACKNOWLEDGMENT

On this 27th day of February, 2018, before me personally came the within-named Brady J. Anderson who acknowledged to me that he executed the foregoing instrument and who is personally known to me, or who was proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument.

\_\_\_\_\_(L.S.)  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

**Legal Description**



IN WITNESS WHEREOF, the Tenant herein has hereunto set its hand and seal, as of the day and year first above written.

WITNESSES AS TO TENANT:

Jeni K. Hala  
Witness No. 1  
H. Jay Haan  
Witness No. 2 (Notary Public)

TENANT:

All Coast Moving & Storage, LLC

By: [Signature] (L.S.)  
Member

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )

ACKNOWLEDGMENT

On this 27th day of February, 2018, before me personally came the within-named Tenant, All Coast Moving & Storage, LLC, by Ben Harris, its Member, who acknowledged to me that he executed the foregoing instrument on behalf of the Tenant; and who is personally known to me, or who was proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument.

H. Jay Haan (L.S.)  
Notary Public for South Carolina  
My Commission Expires: 11-7-27  
H. Jay Haan



STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF SUMTER            )       AGREEMENT OF LEASE

THIS AGREEMENT entered into this 27<sup>th</sup> day of February, 2018, by and between Brady Anderson, Personal Representative of the Estate of Michael W. Anderson, hereinafter called the "Landlord", and All Coast Moving & Storage, LLC, hereinafter called the "Tenant".

WITNESSETH:

The Landlord, for and in consideration of the covenants and agreements hereinafter set forth to be kept and performed by the Tenant, demises and leases unto the Tenant and the Tenant does hereby hire and rent from the Landlord the premises hereinafter described, for the period, at the rental, and upon the terms and conditions hereinafter specifically set forth.

1. **Description of Premises.** Landlord leases to Tenant the premises more particularly described as 4.10 acres (Sumter County TMS# 226-06-02-009) and having a street address of 885 S. Guignard Drive, Sumter, SC 29150.

2. **Term.** The initial term of this Lease is for [REDACTED] years, beginning on March 1, 2018, and ending on [REDACTED]. Tenant shall have the option to extend this lease for [REDACTED] additional terms of [REDACTED] years each. This lease shall be automatically extended for each successive term unless Tenant gives Landlord written notice of its intent not to extend within ninety (90) days before the expiration of the then existing lease term.

3. **Rent.** The Tenant shall pay to the Landlord during the initial term of this Lease in lawful money of the United States of America the sum of [REDACTED] per month during the initial term. The rent for each option period exercised shall be increased by an amount equal to [REDACTED] percent [REDACTED] of the monthly rent for the previous lease term. All rent payments shall be due on the 1st day of each month. Any payment not received within ten (10) days of the due date shall bear a late charge of [REDACTED] of the payment. The rent shall be payable to Landlord at 2695 Eldredge Lane, Sumter, SC 29153 or such other address as Landlord may designate in writing.

4. **Repairs and Maintenance.** The Tenant shall not cause or permit any waste, damage, or injury to the leased property. The Tenant, at its sole expense, shall keep the leased property as now or hereafter constituted with all improvements made thereto clean and in good condition, and shall make all repairs, replacements, and renewals. Tenant shall be responsible for all repairs relating to the plumbing, electric and heat and air conditioning systems. All repairs, replacements and renewals shall be at least equal in quality of materials and workmanship to that originally existing on the leased property.

5. **Delivery of Premises.** By execution of this Agreement, Tenant and Landlord acknowledges that the premises are in fit condition for use by Tenant. Possession of the premises shall be given to Tenant on or before March 1, 2018.

6. **Entry on Premises by Landlord.** Landlord reserves the right to enter on the premises at reasonable times to inspect them by providing the Tenant no less than 24 hours notice.

7. **Utilities.** Tenant shall arrange and pay for all utilities furnished to the premises during the term of this Lease.

8. **Signs.** Tenant shall be responsible for erecting and maintaining all signs in good repair and condition, and all signs must also comply with any governmental ordinance, rules and regulations.

9. **Taxes and Assessments.** Tenant shall pay all real property taxes on the leased property. Tenant shall be responsible for all taxes and assessments on property of the Tenant located on the leased premises.

10. **Insurance.** Tenant shall be responsible for maintaining adequate fire and extended coverage insurance upon the demised premises during the term of this Lease or any extension of this Lease. Tenant shall be responsible for insuring its own property. Tenant shall also procure and maintain in force at its expense during the term of this lease and any extension thereof, public liability insurance in the amount of at least One Million and 00/100 Dollars (\$1,000,000.00). Such coverage shall be adequate to protect against liability for damage claims through public use, or arising out of accidents occurring around or in the leased premises. The policy shall provide coverage for contingent liability of Landlord on any claims or losses, and Tenant shall name the Landlord as a co-insured under said policy and furnish evidence of said policy within ten (10) days of the execution of this Lease Agreement.

13. **Indemnification.** Tenant agrees to indemnify and save Landlord harmless against any and all claims, demands, damages, costs and expense, including reasonable attorney's fees for the defense thereof, arising out of the conduct or management of the business by the Tenant on the premises, or from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of the Tenant to be performed pursuant to the terms of this Lease Agreement, or from any act of negligence of Tenant, Tenant's agents, contractors, servants, employees, sublessee, concessionaires or licensees in or about the premises. In case of any action or proceeding brought against Landlord by reason of any such claim, upon notice from Landlord, Tenant covenants to defend such action or proceeding by counsel satisfactory to Landlord.

14. **Compliance with Applicable Laws.** The Tenant at its sole expense shall comply with all laws, orders, and regulations of federal, state, county and municipal authorities, and with any direction of any public officer, pursuant to the law, which imposes any duty upon the Tenant or the Landlord with respect to the leased property. The Tenant, at its sole expense,

shall obtain all licenses or permits which may be required by the conduct of its business within the terms of this Lease, or for the making of repairs, alterations, improvements ' or additions. The Tenant shall comply with the requirements of all policies of public liability, fire, and all other types of insurance at any time in force with respect to the buildings and other improvements on the leased property.

15. **Use of Premises.** The Tenant may use and occupy the leased property as a moving and storage facility or for any other lawful purpose related to the moving and storage business. Tenant shall have the right to lease the premises for any use at Tenant's sole discretion, so long as said purpose is lawful. Tenant shall maintain the premises inside the building and out in a clean and neat manner at all times, being careful to properly dispose of all trash and garbage away from the premises.

16. **Assignment or Sublease.** The Tenant shall have the right to voluntarily or by operation of law assign or sublet the Lease in whole or any part of the leased property at Tenant's sole discretion and with the written consent of the Landlord, which consent shall not be unreasonably withheld.

17. **Improvements to Property.** The Tenant shall not make alterations or improvements to the leased property without first obtaining the prior written consent of the Landlord, which consent shall not be unreasonably withheld. If Tenant makes any such improvements, the same shall be at Tenant's own cost and expense and Tenant shall hold the Landlord harmless and indemnify Landlord against any claims arising by reason of the construction thereof, expressly including, but without limiting the generality, Mechanic's Liens and public liability. In the event a Mechanic's Lien is filed against the leased property, the Tenant agrees to remove said Mechanic's Lien by bond or otherwise within thirty (30) days after Tenant is served with notice of said Mechanic's Lien. Any alteration, addition, or improvement made by the Tenant and any fixtures installed as part thereof shall at the Landlord's option become the property of the Landlord upon the expiration or sooner termination of this Lease; provided, however, that all moveable trade fixtures shall remain the property of the Tenant and he shall be granted the right to remove said personal property and moveable trade fixtures, provided no damage is done to the leased premises, and all removal and damage repair is completed upon termination of this Lease.

18. **Surrender of Premises.** The Tenant shall on the last day of the term, or upon the sooner termination of the term, peaceably and quietly surrender the leased property to the Landlord, in as good condition and repair as at the commencement of the term, and as any new buildings, structures, replacements, or additions, or improvements constructed, erected, added, or placed thereon by the Tenant or when completed, with the natural wear and tear thereof expected.

19. **Condemnation.** If the whole of the leased property, or such portion thereof as will make the leased property unsuitable for the purposes herein leased, is condemned for any public use or purpose by any legally constituted authority, then this Lease shall cease from the time

when possession is taken by such public authority and rental shall be accounted for between the Landlord and the Tenant as of the date of the surrender of possession. In the event of a partial condemnation which does not prevent Tenant's use of the premises for the purpose described herein, such condemnation shall not cause any termination or modification of this Lease.

20. **Destruction of Premises.** If destruction or damage to the building or any improvement on the leased property is caused by fire, windstorm or any other casualty, then Tenant shall restore the leased property to substantially the same condition as before the casualty with said work to be completed within 180 days from the date of casualty, if possible.

21. **Subordination.** Tenant will upon written request by Landlord subordinate Tenant's rights hereunder to the lien of any mortgage given to secure a loan made to Landlord provided, however, that such subordination shall be made only upon the express written condition that Tenant will not be disturbed in the use of the premises.

22. **Holding Over.** At any expiration or cancellation of this Lease, should Tenant hold over for any reason, it is hereby agreed that, in the absence of a written agreement to the contrary, such tenancy shall be from month to month only.

21. **Default.** If Tenant shall be in default in the payment of any rent due hereunder for more than ten (10) days or in the performance of any conditions hereof, or if Tenant shall be adjudicated bankrupt or make any assignment for the benefit of creditors, or if the interest of Tenant therein shall be sold under execution or other legal process, then, on 15 days written notice to Tenant, Landlord may enter into said premises and repossess the same as if this Lease had not been made and shall thereupon have the right to cancel this Lease, without prejudice, however, to the right of Landlord to recover all rent for the balance of the term.

22. **Notices.** Any notice under this Lease must be in writing and must be sent by registered or certified mail to the last address of the party to whom the notice is to be given, as designated by such party in writing. The Landlord hereby designates his address as 2695 Eldredge Lane, Sumter, SC 29153. The Tenant hereby designates its address as 60 Riverbluff Drive, Pawleys Island, SC 29585.

23. **Declaration of Governing Law.** This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of South Carolina.

24. **Waiver.** Failure of either party to insist upon strict performance of any covenant or condition of this Lease in any one or more instances shall not be construed as a waiver for the future of any such covenant or condition, but the same shall be and remain in full force and effect.

25. **Binding Effect.** The covenants, terms, conditions, provision, and undertakings in this Lease or in any renewals thereof shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto, as if they were in every case named and expressed, and shall be construed as covenants running with the land; and

wherever reference is made to either of the parties hereto, it shall be held to include and apply also to the heirs, executors, administrators, successors, and assigns of such party, as if in each and every case so expressed.

26. Entire Agreement; Modification; Severability. This Lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and shall be enforced to the fullest extent permitted by law

27. Option to Purchase. Landlord grants to Tenant the option to purchase the leased property for a purchase price of [REDACTED]. The option price shall increase by [REDACTED] for each additional option term after the initial term exercised by the Tenant. Tenant may exercise this option by giving Landlord 60 days written notice. Landlord shall convey marketable fee simple title to Tenant by general warranty deed and shall pay for the preparation of the deed and deed stamps.

IN WITNESS WHEREOF, the Landlord and Tenant subscribed their names and affixed their seals the day and year first above written.

WITNESSES:

LANDLORD:

*Jewi M'Yaha*  
*Xi-Jay Xaan*

TENANT:

*[Signature]*  
*[Signature]*

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF SUMTER )

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") is executed this 27th day of February, 2018, by and between Brady Anderson, personal Representative of the Estate of Michael W. Anderson ("Landlord") and All Coast Moving & Storage, LLC, ("Tenant").

WHEREAS, Landlord and Tenant have entered into a Lease Agreement, dated February 27, 2018, (the "Lease"), for real property and improvements located at 885 S. Guignard Drive Sumter, SC 29150 (the "Demised Premises") and the parties wish to memorialize that agreement of record in the Office of the Register of Deeds for Sumter County, South Carolina.

NOW THEREFORE, for and in consideration of the mutual covenants contained in the Lease the adequacy and receipt of which are hereby acknowledged, Landlord and Tenant hereby declare as follows:

1. The parties have entered into the Lease for the Demised Premises, dated effective as of the 27th day of February, 2018.
2. The Lease pertains to the real estate and improvements described on the attached Exhibit A, which is incorporated herein by reference.
3. The initial Lease term is for a term of at three (3) years beginning March 1, 2018, and ending February 28, 2021.
4. The Tenant has eight (8) options to renew the Lease, each option being for another five (5) year term.
5. The Landlord has also granted the Tenant an option to purchase the property described in Exhibit A upon the terms and conditions contained in the Lease.

The purpose of this Memorandum is to give notice of the Lease and of the rights created thereby, all of which are hereby confirmed, and this Memorandum is subject to all of the terms and conditions, provisions, covenants and agreement contained in such Lease, all of which are incorporated by reference.

[The remaining portion of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the Landlord herein has hereunto set its hand and seal, as of the day and year first above written.

WITNESSES AS TO LANDLORD:

LANDLORD:

\_\_\_\_\_  
Witness No. 1

By: \_\_\_\_\_ (L.S.)  
Brady Anderson, Personal Representative

\_\_\_\_\_  
Witness No. 2 / Notary Public

STATE OF SOUTH CAROLINA )

COUNTY OF HORRY )

ACKNOWLEDGMENT

On this 27th day of February, 2018, before me personally came the within-named Brady Anderson, personal Representative of the Estate of Michael W. Anderson who acknowledged to me that he executed the foregoing instrument and who is personally known to me, or who was proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument.

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_



**EXHIBIT "A"**

**Legal Description**

IN WITNESS WHEREOF, the Tenant herein has hereunto set its hand and seal, as of the day and year first above written.

WITNESSES AS TO TENANT:

Jewi M. Hala  
Witness No. 1  
H. Jay Haan  
Witness No. 2 / Notary Public

TENANT:

All Coast Moving & Storage, LLC

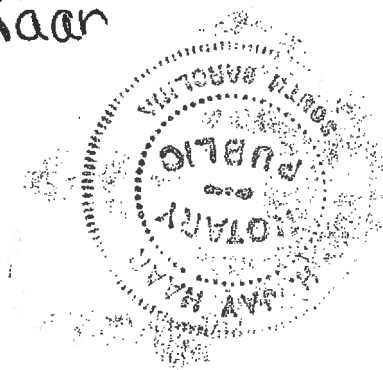
By [Signature] (L.S.)  
Member

STATE OF SOUTH CAROLINA )  
COUNTY OF HORRY )

ACKNOWLEDGMENT

On this 27th day of February, 2018, before me personally came the within-named Tenant, All Coast Moving & Storage, LLC, by Ben Harris, its Member, who acknowledged to me that he executed the foregoing instrument on behalf of the Tenant; and who is personally known to me, or who was proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument.

H. Jay Haan (L.S.)  
Notary Public for South Carolina  
My Commission Expires: 11-7-27  
H. Jay Haan



Form **8594**  
(Rev. December 2012)  
Department of the Treasury  
Internal Revenue Service

# Asset Acquisition Statement Under Section 1060

OMB No. 1545-1021

Attachment

Sequence No. **169**

▶ Attach to your income tax return.  
▶ Information about Form 8594 and its separate instructions is at [www.irs.gov/form8594](http://www.irs.gov/form8594)

Name as shown on return

**ALL COAST MOVING & STORAGE, LLC**

Identifying number as shown on return

Check the box that identifies you:

☒ Purchaser☐ Seller**Part I General Information**

1 Name of other party to the transaction

**ANDERSON TRANSFER, INC.**

Other party's identifying number

Address (number, street, and room or suite no.)

**P.O. BOX 1604**

City or town, state, and ZIP code

**SUMTER, SC 29151**

2 Date of sale

3 Total sales price (consideration)

**Part II Original Statement of Assets Transferred**

4 Assets	Aggregate fair market value (actual amount for Class I)	Allocation of sales price
Class I	\$	\$
Class II	\$	\$
Class III	\$	\$
Class IV	\$	\$
Class V	\$	\$
Class VI and VII	\$	\$
Total	\$	\$

5 Did the purchaser and seller provide for an allocation of the sales price in the sales contract or in another written document signed by both parties? . . . . . ☒ Yes ☐ No

If "Yes," are the aggregate fair market values (FMV) listed for each of asset Classes I, II, III, IV, V, VI, and VII the amounts agreed upon in your sales contract or in a separate written document? . . . . . ☒ Yes ☐ No

6 In the purchase of the group of assets (or stock), did the purchaser also purchase a license or a covenant not to compete, or enter into a lease agreement, employment contract, management contract, or similar arrangement with the seller (or managers, directors, owners, or employees of the seller)? . . . . . ☒ Yes ☐ No

If "Yes," attach a statement that specifies (a) the type of agreement and (b) the maximum amount of consideration (not including interest) paid or to be paid under the agreement. See instructions.

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 83788Z

Form **8594** (Rev. 12-2012)

SCHEDULE OF ALLOCATIONS FOR CLASS VI AND VII INTANGIBLE ASSETS

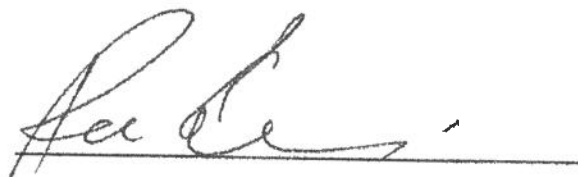
ANDERSON TRANSFER, INC.

ANDERSON TRANSFER, INC. ("SELLER") AND ALL COAST MOVING AND STORAGE, LLC ("BUYER") HEREBY AGREE TO THE FOLLOWING PURCHASE PRICE ALLOCATIONS TO CLASS VI AND CLASS VII INTANGIBLE ASSETS.

COVENANT NOT TO COMPETE:

GOODWILL:

TOTAL CLASS VI AND CLASS VII INTANGIBLE ASSETS:

  
ALL COAST MOVING & STORAGE, LLC ("BUYER")  
BEN HARRIS, PRESIDENT

2.26.18

\_\_\_\_\_  
ANDERSON TRANSFER, INC. ("SELLER")  
BRADY ANDERSON, PRESIDENT

Form **8594**  
(Rev. December 2012)  
Department of the Treasury  
Internal Revenue Service

# Asset Acquisition Statement Under Section 1060

OMB No. 1545-1021

Attachment  
Sequence No. **169**

► Attach to your income tax return.  
► Information about Form 8594 and its separate instructions is at [www.irs.gov/form8594](http://www.irs.gov/form8594)

Name as shown on return

**ANDERSON TRANSFER, INC.**

Identifying number as shown on return

Check the box that identifies you:

☐ Purchaser ☒ Seller
**Part I General Information**

1 Name of other party to the transaction

**ALL COAST MOVING & STORAGE, LLC**

Other party's identifying number

Address (number, street, and room or suite no.)

**60 RIVERBLUFF TRAIL**

City or town, state, and ZIP code

**PAWLEYS ISLAND, SC 29585**

2 Date of sale

3 Total sales price (consideration)

**Part II Original Statement of Assets Transferred**

4 Assets	Aggregate fair market value (actual amount for Class I)	Allocation of sales price
Class I	\$ [REDACTED]	\$ [REDACTED]
Class II	\$ [REDACTED]	\$ [REDACTED]
Class III	\$ [REDACTED]	\$ [REDACTED]
Class IV	\$ [REDACTED]	\$ [REDACTED]
Class V	\$ [REDACTED]	\$ [REDACTED]
Class VI and VII	\$ [REDACTED]	\$ [REDACTED]
Total	\$ [REDACTED]	\$ [REDACTED]

5 Did the purchaser and seller provide for an allocation of the sales price in the sales contract or in another written document signed by both parties? ☒ Yes ☐ No

If "Yes," are the aggregate fair market values (FMV) listed for each of asset Classes I, II, III, IV, V, VI, and VII the amounts agreed upon in your sales contract or in a separate written document? ☒ Yes ☐ No

6 In the purchase of the group of assets (or stock), did the purchaser also purchase a license or a covenant not to compete, or enter into a lease agreement, employment contract, management contract, or similar arrangement with the seller (or managers, directors, owners, or employees of the seller)? ☒ Yes ☐ No

If "Yes," attach a statement that specifies (a) the type of agreement and (b) the maximum amount of consideration (not including interest) paid or to be paid under the agreement. See instructions.

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63758Z

Form **8594** (Rev. 12-2012)

SCHEDULE OF ALLOCATIONS FOR CLASS VI AND VII INTANGIBLE ASSETS

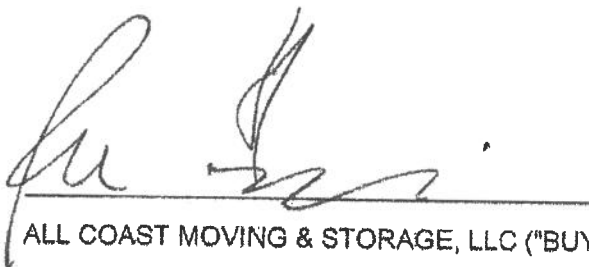
ANDERSON TRANSFER, INC.

ANDERSON TRANSFER, INC. ("SELLER") AND ALL COAST MOVING AND STORAGE, LLC ("BUYER") HEREBY AGREE TO THE FOLLOWING PURCHASE PRICE ALLOCATIONS TO CLASS VI AND CLASS VII INTANGIBLE ASSETS.

COVENANT NOT TO COMPETE:

GOODWILL:

TOTAL CLASS VI AND CLASS VII INTANGIBLE ASSETS:



ALL COAST MOVING & STORAGE, LLC ("BUYER")  
BEN HARRIS, PRESIDENT

2-26-18

\_\_\_\_\_  
ANDERSON TRANSFER, INC. ("SELLER")  
BRADY ANDERSON, PRESIDENT

Form **8594**  
(Rev. December 2012)  
Department of the Treasury  
Internal Revenue Service

# Asset Acquisition Statement Under Section 1060

OMB No. 1545-1021

Attachment  
Sequence No. **169**

▶ Information about Form 8594 and its separate instructions is at [www.irs.gov/form8594](http://www.irs.gov/form8594)  
▶ Attach to your income tax return.

Name as shown on return

**ALL COAST MOVING & STORAGE, LLC**

Identifying number as shown on return

Check the box that identifies you:

☒ Purchaser ☐ Seller
**Part I General Information****1** Name of other party to the transaction**HARKINS MOVING & STORAGE, INC.**

Other party's identifying number

Address (number, street, and room or suite no.)

**P.O. BOX 2007**

City or town, state, and ZIP code

**SUMTER, SC 29151****2** Date of sale**3** Total sales price (consideration)**Part II Original Statement of Assets Transferred**

<b>4</b> Assets	Aggregate fair market value (actual amount for Class I)	Allocation of sales price
Class I	\$	\$
Class II	\$	\$
Class III	\$	\$
Class IV	\$	\$
Class V	\$	\$
Class VI and VII	\$	\$
Total	\$	\$

**5** Did the purchaser and seller provide for an allocation of the sales price in the sales contract or in another written document signed by both parties? ☒ Yes ☐ No

If "Yes," are the aggregate fair market values (FMV) listed for each of asset Classes I, II, III, IV, V, VI, and VII the amounts agreed upon in your sales contract or in a separate written document? ☒ Yes ☐ No

**6** In the purchase of the group of assets (or stock), did the purchaser also purchase a license or a covenant not to compete, or enter into a lease agreement, employment contract, management contract, or similar arrangement with the seller (or managers, directors, owners, or employees of the seller)? ☒ Yes ☐ No

If "Yes," attach a statement that specifies (a) the type of agreement and (b) the maximum amount of consideration (not including interest) paid or to be paid under the agreement. See instructions.

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63768Z

Form **8594** (Rev. 12-2012)

SCHEDULE OF ALLOCATIONS FOR CLASS VI AND VII INTANGIBLE ASSETS

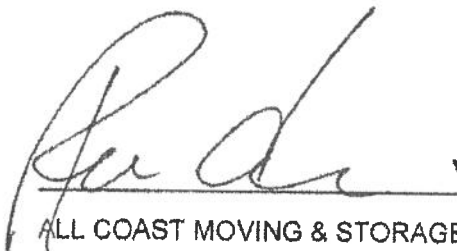
HARKINS MOVING & STORAGE, INC.

HARKINS MOVING & STORAGE, INC. ("SELLER") AND ALL COAST MOVING AND STORAGE, LLC ("BUYER") HEREBY AGREE TO THE FOLLOWING PURCHASE PRICE ALLOCATIONS TO CLASS VI AND CLASS VII INTANGIBLE ASSETS.

COVENANT NOT TO COMPETE:

GOODWILL:

TOTAL CLASS VI AND CLASS VII INTANGIBLE ASSETS:

  
\_\_\_\_\_

ALL COAST MOVING & STORAGE, LLC ("BUYER")

BEN HARRIS, PRESIDENT

2-26-18

\_\_\_\_\_  
HARKINS MOVING & STORAGE INC. ("SELLER")

BRADY ANDERSON, PRESIDENT



Form **8594**  
(Rev. December 2012)  
Department of the Treasury  
Internal Revenue Service

# Asset Acquisition Statement Under Section 1060

OMB No. 1545-1021

Attachment  
Sequence No. **169**

▶ Attach to your income tax return.  
▶ Information about Form 8594 and its separate instructions is at [www.irs.gov/form8594](http://www.irs.gov/form8594)

Name as shown on return

Identifying number as shown on return

**HARKINS MOVING & STORAGE, INC.**

Check the box that identifies you:

☐ Purchaser ☒ Seller
**Part I General Information****1** Name of other party to the transaction

Other party's identifying number

**ALL COAST MOVING & STORAGE, LLC**

Address (number, street, and room or suite no.)

**60 RIVERBLUFF TRAIL**

City or town, state, and ZIP code

**PAWLEYS ISLAND, SC 29585****2** Date of sale**3** Total sales price (consideration)**Part II Original Statement of Assets Transferred**

<b>4</b> Assets	Aggregate fair market value (actual amount for Class I)		Allocation of sales price	
Class I	\$		\$	
Class II	\$		\$	
Class III	\$		\$	
Class IV	\$		\$	
Class V	\$		\$	
Class VI and VII	\$		\$	
Total	\$		\$	

**5** Did the purchaser and seller provide for an allocation of the sales price in the sales contract or in another written document signed by both parties? ☒ Yes ☐ No

If "Yes," are the aggregate fair market values (FMV) listed for each of asset Classes I, II, III, IV, V, VI, and VII the amounts agreed upon in your sales contract or in a separate written document? ☒ Yes ☐ No

**6** In the purchase of the group of assets (or stock), did the purchaser also purchase a license or a covenant not to compete, or enter into a lease agreement, employment contract, management contract, or similar arrangement with the seller (or managers, directors, owners, or employees of the seller)? ☒ Yes ☐ No

If "Yes," attach a statement that specifies (a) the type of agreement and (b) the maximum amount of consideration (not including interest) paid or to be paid under the agreement. See instructions.

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 53788Z

Form **8594** (Rev. 12-2012)

SCHEDULE OF ALLOCATIONS FOR CLASS VI AND VII INTANGIBLE ASSETS

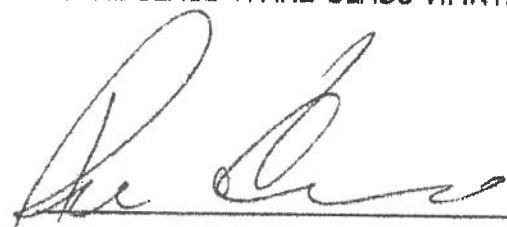
HARKINS MOVING & STORAGE, INC.

HARKINS MOVING & STORAGE, INC. ("SELLER") AND ALL COAST MOVING AND STORAGE, LLC ("BUYER") HEREBY AGREE TO THE FOLLOWING PURCHASE PRICE ALLOCATIONS TO CLASS VI AND CLASS VII INTANGIBLE ASSETS.

COVENANT NOT TO COMPETE:

GOODWILL:

TOTAL CLASS VI AND CLASS VII INTANGIBLE ASSETS:

  
ALL COAST MOVING & STORAGE, LLC ("BUYER")  
BEN HARRIS, PRESIDENT

2-26-18

\_\_\_\_\_  
HARKINS MOVING & STORAGE INC. ("SELLER")  
BRADY ANDERSON, PRESIDENT

## NON-COMPETITION AGREEMENT

THIS NON-COMPETITION AGREEMENT ( "Agreement") is made as of February 27, 2018, (the "Effective Date") by and between **Brady J. Anderson, Anderson Transfer & Storage, Inc., and Harkins Moving & Storage, Inc.**, (sometimes collectively referred to as the "Restricted Parties"), and **All Coast Moving & Storage, LLC**, ("All Coast").

### 1. Definitions

- **1.1 Restricted Business.** The "Restricted Business" shall mean any activity that relates to the ownership of a moving and storage or similar business.
- **1.2 Restricted Territory.** The "Restricted Territory" shall mean any area within a [REDACTED] radius of either 141 E. Cox Ferry Road, Conway, S.C, or 885 S. Guignard Drive, Sumter, SC.
- **1.2 Restricted Period.** The "Restricted Period" shall mean the period starting on the date of closing sale of the Restricted Parties business to All Coast and ending [REDACTED] years after such date.

2. **Consideration.** The Restricted Parties expressly acknowledge that the covenants of this Agreement are supported by good and adequate consideration.

3. **Non-Competition.**

- **3.1 Restrictions.** During the Restricted Period and within the Restricted Territory, the Restricted Parties shall not, directly or indirectly own, join, control, finance or participate in the ownership, control or financing of, or be connected as an officer, director, principal, agent, representative, consultant, or employee of any entity engaged in the Restricted Business.

4. **Non-Disclosure**

- **4.1 Confidential Information.** "Confidential Information" shall include all business-related information, written or oral, disclosed or made available to the Restricted Parties, directly or indirectly, through any means of communication or observation, that is associated with the business being purchased by All Coast.
- **4.2 Confidentiality.** The Restricted Parties agrees to hold the Confidential Information in strict confidence.
- **4.3 Non-Disclosure.** The Restricted Parties shall not disclose any Confidential Information to any person .

5. **Acknowledgements.** The Restricted Parties acknowledge that the restrictions, prohibitions and other provisions of this Agreement, including the Restricted Area and Restricted Period, are reasonable, fair and equitable in scope, terms and duration, are necessary to protect the legitimate business interests of All Coast, and are a material inducement to All Coast to enter into this Agreement.

6. **Representations and Warranties**

- **6.1 Authority.** Each party warrants that it has the authority to enter into this Agreement for itself and its corporate affiliates and subsidiaries.
- **6.2 No-Conflict.** Neither the execution and delivery of this Non-Competition Agreement nor the performance of this Non-Competition Agreement will result directly or indirectly in a violation or breach of: (i) any agreement or obligation to which each party is or may be bound; or (ii) any law, rule or regulation.

7. **Remedies.** Any violation of this Agreement may result in irreparable damage to All Coast for which it will not have an adequate remedy at law. Accordingly, in addition to any other remedies and damages available, the Restricted Parties acknowledge and agree that the All Coast may immediately seek enforcement of this Agreement by means of specific performance or injunction, without any requirement to post a bond or other security.

8. **General Provisions**

- **8.1 Entire Agreement.** This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, between the parties with respect to such subject matter.
- **8.2 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.
- **8.3 Further Assurances.** The parties shall execute and/or cause to be delivered to each other such instruments and other documents, and shall

take such other actions, as each party may reasonably request at any time for the purpose of carrying out or evidencing any of the provisions of this Agreement.

- **8.4 Amendments.** This Agreement may not be modified, amended, altered or supplemented except by the execution and delivery of a written agreement executed by the parties hereto.

9. **Other Provisions**

- **9.1 Assignment.** Neither party may delegate its obligations or assign its rights to another person or entity without the prior written consent of the other Party.
- **9.2 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.
- **9.3 Consent to Jurisdiction.** Each party hereto hereby irrevocably submits to the exclusive venue in state or federal court in South Carolina for the purpose of any suit, action or proceeding arising out of or relating to this Agreement.
- **9.4 Severability.** If, for any reason, any provision of this Agreement, or any part of any provision, is held invalid, such invalidity shall not affect any other provision of this Agreement or any part of such provision not held so invalid, and such each other provision and part thereof shall to the full extent consistent with law continue in full force and effect.
- **9.5 Attorney Fees.** If any party to this Agreement brings an action to enforce its rights under this Agreement, the prevailing party shall be

entitled to recover its costs and expenses, including without limitation,  
reasonable attorney fees, incurred in connection with such action,  
including any appeal of such action.

IN WITNESS WHEREOF, the Parties have each executed and delivered this Agreement as of  
the Effective Date.

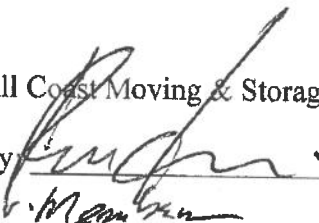
Anderson Transfer & Storage, Inc.

By: \_\_\_\_\_

Harkins Moving & Storage, Inc.

By: \_\_\_\_\_

All Coast Moving & Storage, LLC

By:  \_\_\_\_\_  
*Brady J. Anderson*

\_\_\_\_\_  
Brady J. Anderson

**Sunbelt Business Advisors of Charleston, SC**  
**BROKER SERVICES ACKNOWLEDGEMENT - CLOSING**

Sunbelt Business Advisors ("Broker") acts to introduce a willing Buyer and Seller of a business (brokerage services) and does not conduct due diligence on either party. Buyer and Seller hereby acknowledge that in view of the important legal and financial aspects and the complexity of the proposed purchase/sale of the businesses known as Anderson Transfer & Storage, Harkins Moving & Storage, and Grand Strand Moving & Storage that each was advised by Sunbelt Business Advisors ("broker") to obtain appropriate legal, accounting and other professional advice concerning all aspects of the purchase/sale.

Buyer and Seller hereby acknowledge that Broker, any of Broker's agents, employees, officers, directors, shareholders, co-brokers, independent contractors and affiliates ("Broker Group"), has not made any expressed or implied representations or warranties regarding the business being sold, nor advised on any legal issues, aspects or ramifications connected with the proposed purchase/sale or any representations or warranties to either Buyer or Seller concerning the financial condition of the business, or any other matter relating to the other party. Broker Group has made no independent investigation or verification of any representation, warranty, document, or piece of information presented by either party. Each party has either conduct their own, independent investigation with respect to the business documents and activities and was advised by Broker Group to do so.

In consideration for Brokerage Services, Broker Group is hereby released, indemnified and held harmless by Seller and Buyer from and against any and all claims and damages of every kind attributable to the performance or non-performance of the seller and/or buyer under any agreement connected with the sale/purchase of the business described above, except wrongful or sole negligent acts of same.

The invalidity, illegality or lack of enforceability of any obligation or provision under this agreement shall not affect or impair the enforceability or legality of any remaining provision or obligation under this agreement.

Both Buyer and Seller agree that Broker Group has fulfilled Broker Group's Services concerning the purchase/sale of businesses known as Anderson Transfer & Storage, Harkins Moving & Storage, and Grand Strand Moving & Storage.

Date: \_\_\_\_\_ Seller: \_\_\_\_\_

Date: \_\_\_\_\_ Seller: \_\_\_\_\_

Date: 2-27-18 Buyer: [Signature] member

Date: \_\_\_\_\_ Buyer: \_\_\_\_\_